

APPRO. NO. 345

AN ORDINANCE (4093)

TRANSFERRING \$7,000.00 FROM 1943 GENERAL FUND AND \$19,000.00 FROM 1944 GENERAL FUND TO 1946 GENERAL FUND

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$26,000.00, be and the same is hereby ordered transferred to the 1946 General Fund - Taxes, Licenses, Fines, etc. Account from the following funds:

1943 General Fund - Proceeds of Notes Account	\$7,000.00
1944 General Fund - Proceeds of Notes Account	19,000.00
	\$26,000.00

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 346

AN ORDINANCE (4094)

TRANSFERRING \$4,000.00 FROM BACK TAX GENERAL FUND AND \$8,000.00 FROM 1945 GENERAL FUND TO 1946 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$12,000.00, be and the same is hereby ordered transferred to the 1946 General Fund - Taxes, Licenses, Fines, Etc. Account from the following Funds:

Back Tax General Fund	\$4,000.00
1945 General Fund - Taxes, Licenses, Fines, Etc. Account	8,000.00
	\$12,000.00

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 347

AN ORDINANCE (4095)

APPROPRIATING \$50,006.52 OUT OF THE 1946 GENERAL FUND TO PAY TWO NOTES NOS. 34 AND 35, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1946 General Fund - Taxes, Licenses, Fines, Etc. Account, payable to the National Bank of Commerce, San Antonio, Texas to pay two Notes Nos. 34 and 35 of the 1946 General Fund Series, maturing on or before May 31, 1947; and that the sum of \$6.52, be and the same is hereby appropriated out of the 1946 General Fund - Interest Department, to pay Interest on 1946 General Fund Notes Nos. 34 and 35.

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 348

AN ORDINANCE (4096)

APPROPRIATING \$268.97 OUT OF THE 1946 GENERAL FUND TO PAY INTEREST ON 1946 GENERAL FUND NOTES FOR SEPTEMBER 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$268.97, be and the same is hereby appropriated out of the 1946 General Fund - Interest Department, payable

to the National Bank of Commerce of San Antonio, Texas, to pay interest for the month of September 1946, on 1946 General Fund Notes Nos. 35 to 50 inclusive.

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 349

AN ORDINANCE (4097)

APPROPRIATING \$670.50 OUT OF THE PARK REVENUE BOND - 1945 FUND,
FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$670.50, be and the same is hereby appropriated out of the PARK REVENUE BOND - 1945 FUND, for payroll for the Willow Springs Golf Course for the period ending September 30, 1946, in the amount of \$670.50.

PASSED AND APPROVED on the 3rd day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 350

AN ORDINANCE (4098)

APPROPRIATING \$29,114.00 OUT OF THE 1946 GENERAL FUND, FOR
PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$29,114.00, be and the same is hereby appropriated out of the 1946 General Fund, for per diem payrolls for the period ending September 30, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	1,984.55
SANITATION, PARKS & PUBLIC PROPERTY	19,604.96
STREETS & PUBLIC IMPROVEMENTS	7,054.61
FIRE & POLICE DEPARTMENTS	469.88
	<hr/>
	29,114.00

PASSED AND APPROVED on the 3rd day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 351

AN ORDINANCE (4099)

APPROPRIATING \$246.75 OUT OF THE 1946 GENERAL FUND TO PAY
FOR TELEPHONE SERVICES FOR THE MONTH OF SEPTEMBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$246.75, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of September, 1946, for the following Departments:-

Department of Public Affairs in General	\$ 47.55
Department of Sanitation, Parks, and Public Property	91.35
Department of Streets and Public Improvements	9.90
Department of Fire & Police	97.95
	<hr/>
	\$246.75

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady, City Clerk

* * *

APPRO. NO. 352

AN ORDINANCE (4100)

APPROPRIATING \$1,098.62 OUT OF 1946 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 \$1,098.62, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to Dan Quill, Postmaster, for postage stamps, as per approved purchase orders on file in the City Auditor's Office, out of the following Departments:

Auditing Department	\$ 38.50
Back Tax Attorney	15.03
Assessor	1,045.09
	<hr/>
	\$1,098.62

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

A RESOLUTION (4101).

DIRECTING THE PUBLICATION OF A NOTICE INVITING PROPOSALS TO PURCHASE \$5,700,000.00 OF PUBLIC IMPROVEMENT GENERAL REVENUE BONDS OF THE CITY OF SAN ANTONIO, TEXAS.

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

1. That sealed bids addressed to the City Clerk of the City of San Antonio will be received at the office of the City Clerk of the City of San Antonio in the City Hall, San Antonio 5, Texas, until 10:00 o'clock A. M. on the 17th day of October, 1946, at which time and place bids will be opened for the sale of all or any part of \$5,700,000.00 of Public Improvement General Revenue Bonds to be issued by the City of San Antonio, Texas, and dated the 1st day of November, A. D. 1946, said bonds being in series and numbered as follows:

A-45 INTERREGIONAL HIGHWAY BONDS	\$ 1,750,000.00
B-45 AIRPORT ADMINISTRATION BUILDING BONDS	1,500,000.00
C-45 STREET AND BRIDGE BONDS	2,000,000.00
E-45 GARBAGE DISPOSAL BONDS	300,000.00
U-45 FIRE STATION BONDS	150,000.00

2. The bonds are of the denomination of \$1,000.00 to mature within a period of 20 years, to be paid serially in yearly installments, as nearly equal as practicable, to bear interest from date of not more than 2½ per cent per annum, payable semi-annually.

3. Both principal and interest are payable at the office of the City Treasurer in the City of San Antonio, or at the fiscal agency of the City of San Antonio in New York, N. Y.

4. All proposals shall be made on bids forms furnished by the City Auditor, and accompanied by a Cashier's check for \$10,000.00, payable unconditionally to the City of San Antonio to guarantee the performance of the proposal.

5. The Bidder shall state the rate of interest at which the bonds are proposed to be bought, not to exceed 2½ per cent, and the premium, if any.

6. The bidder shall pay for the opinion of approval by Chapman, & Cutler, Attorneys-at-Law, of Chicago, Illinois, but the City will pay for the printing of the bonds, and the City will furnish the opinion as to the legality of the bonds by the City Attorney and the approval of the Attorney General of Texas.

7. Bonds are to be delivered and paid for at the City Treasury in San Antonio, Texas.

8. No bid for less than par and accrued interest to date of payment, into the City Treasury, will be considered.

9. The City reserves the right to reject any and all bids.

10. Further information relative to this sale may be obtained on application to the City Auditor of the City of San Antonio, City Hall, San Antonio 5, Texas.

11. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORDER", San Antonio, Texas.

PASSED AND APPROVED this 3rd day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 353

AN ORDINANCE (4102)

APPROPRIATING \$38.50 OUT OF THE 1946 GENERAL FUND - HEALTH DEPARTMENT POLIO CAMPAIGN, PAYABLE TO GOLDEN WEST OIL COMPANY FOR 550 GALLONS KEROSENE FOR FOGGING MACHINE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$38.50 be and the same is hereby appropriated out of the 1946 General Fund - Health Department Polio Campaign, payable to GoldenWest Oil Company for 550 gallons Kerosene as per approved purchase order on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. 148, dated July 18, 1946.

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 354

AN ORDINANCE (4103)

APPROPRIATING \$7.00 OUT OF THE 1946 GENERAL FUND - HEALTH DEPARTMENT, POLIO CAMPAIGN, PAYABLE TO MAGNOLIA PETROLEUM COMPANY FOR GASOLINE FOR FOGGING MACHINE.

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 - Health Department, Polio Campaign, payable to Magnolia Petroleum Company for one (1) 50 gallon drum White gasoline as per approved purchase order on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. 148, dated July 18, 1946.

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 355

AN ORDINANCE (4104)

REPEALING \$114.30 OF COUNCIL APPROPRIATION NO. 104.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, whereas an ordinance passed and approved on July 3, 1946, being council appropriation No. 104, appropriating \$209.56 out of the 1945 General Fund, Auditing Department for two 11 inch Underwood typewriters, and the sum of \$638.20 out of the 1946 General Fund, Various Departments, as follows:

Corporation Court Department	3 typewriters	\$314.34
Fire Department	1 typewriter	104.78
Sewage Plant Department	1 typewriter	104.78
City Clerk Department	1 typewriter	114.30

all payable to the Underwood Corporation.

NOW BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$114.30 heretofore appropriated out of the said 1946 General Fund, City Clerk's Department, be and the same is hereby repealed and cancelled.

PASSED AND APPROVED on the 3rd. day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4105)

ACCEPTING PROPOSALS OF COLGLAZIER AND HOFF, INCORPORATED AND SOUTHERN CONSTRUCTION COMPANY FOR REPAIRING FLOOD DAMAGE TO PAVEMENTS AND DIRECTING THE CITY ENGINEER TO PROCEED WITH THE WORK IMMEDIATELY.

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

1. That, the attached proposals of Colglazier and Hoff, Incorporated, and the Southern Construction Company for repairing various streets within the city limits of the City of San Antonio damaged as a result of the flash flood of September 27, 1946 are hereby accepted and the City Engineer is directed to proceed immediately with this work, making payment for same from the special fund set up for this emergency known as the 1946 General Fund, Emergency Street and Bridge Department in accordance with the unit prices set out in the aforesaid proposals.

2. PASSED AND APPROVED this 3rd day of October, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann
M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

A RESOLUTION (4106)

CALLING FOR BIDS FOR THE CONSTRUCTION OF A STORM SEWER ON HEARNE AVENUE FROM NOGALITOS STREET WEST APPROXIMATELY 150 FEET.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City Clerk, City Hall, San Antonio 5, Texas, for the construction of a storm sewer on Hearne Avenue from Nogalitos Street west approximately 150 feet.

2. The bid shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid for Construction of Storm Sewer on Hearne Avenue west from Nogalitos Street".

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. The construction bond shall be 50 per cent of the total cost of the job. No maintenance bond will be required.

4. Bids will be received at the office of the City Clerk until 10:00 o'clock A. M. CST
Thursday, the 10th of October, A. D. 1946

and then publicly opened and read aloud in the City Council Chamber. Any bids received after the closing time will be returned unopened.

5. The work shall be done and completed in accordance with the plans and specifications and directions of the City Engineer.

6. The successful bidder will be required to execute the Standard City Form Construction Contract prepared and supplied by the City of San Antonio.

7. In case of ambiguity, duplicity or obscurity in the bids, the City Engineer shall

have the exclusive power to construe and apply the meaning thereof.

8. No bids may be withdrawn less than three weeks after the scheduled closing time.

9. The City reserves the right to reject any or all bids and waive formality.

10. Attention is called to Article 5159-a Revised Statutes of Texas requiring that not less than the minimum wages prevailing in the locality in which the work is performed for work of a similar character, shall be paid.

11. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORDER".

12. PASSED AND APPROVED this 3rd day of October, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann
M A Y O R

ATTEST:

/s/ Frank W. Brady

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4107)

MAKING A CONTRACT FOR A TRUCK WITH THOMAS C. HERNANDEZ.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-

2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and will accomplish this work in a manner and by the method chosen by the Contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

9. ACCEPTED;

/s/ Thomas C. Hernandez
Contractor
No. 1120 Vera Cruz Street

* * *

AN ORDINANCE (4108)

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF JOHN W. AND GLADYS F. SHLEY.

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

1. That the petition of John W. and Gladys F. Ashley, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.

3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 228 E. Harding Blvd., LOT 96, BLOCK C. B. 5744, SOUTH HARLENDALE ADDITION and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

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

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

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

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

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

PASSED AND APPROVED this 3rd day of October, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

The foregoing permit and the conditions are accepted.

/s/ John W. Ashley
/s/ Gladys F. Ashley
Petitioner and Licensee

* * *

APPRO. NO. 356

AN ORDINANCE (4109)

APPROPRIATING \$105.00 OUT OF THE CITY OF SAN ANTONIO, STREET EXCAVATION TRUST ACCOUNT, FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$105.00 be; and the same is hereby appropriated out of the Street Excavation Trust Account, for refunds and repairs, as per City Engineer's letter of October 3, 1946, as follows:

Louis Peredo	Refund	\$ 4.00
Novack Easter	"	15.00
Andrew Martinez	"	9.00
T. W. Corbett	"	2.85
E. R. Bourgeois	"	9.00
A. Obadal	"	15.00
B. D. Fox	"	15.00
City of San Antonio	Repairs	35.15
Total		<u>\$105.00</u>

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 357

AN ORDINANCE (4110)

APPROPRIATING \$1,046.25 OUT OF THE 1946 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 \$1,046.25, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay for Independent Hire of Teams and Trucks for the period of September 16, 1946 to September 30, 1946 inclusive, as per approved Engineer's estimates on file in the City Auditor's Office out of the following Departments:

Parks & Plazas	\$ 104.00
Rivers & Ditches	35.00
Garbage & Sanitation	147.00
San Jose Burial Park	52.00
Street Maintenance	708.25
	<u>\$1046.25</u>

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

MAYOR

Frank W. Brady
City Clerk

* * *

APPRO. NO. 358

AN ORDINANCE (4111)

APPROPRIATING \$173.70 OUT OF THE 1946 GENERAL FUND - STREET MAINTENANCE DEPARTMENT TO PAY THURMAN BARRETT FOR 3474 CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$173.70 be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department in payment to Thurman Barrett for 3474 cubic yards of gravel at 5¢ 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 Blvd., this being the 1st. and final Estimate on file in the City Auditor's Office.

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 359

AN ORDINANCE (4112)

REPEALING \$114.30 OF COUNCIL APPROPRIATION NO. 301.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, whereas an ordinance passed and approved on September 12, 1946, being council appropriation No. 301, appropriating \$428.64 out of the 1946 General Fund, Police Department payable to the Underwood Corporation for three standard 11 inch Pica Type Underwood typewriters at \$104.78 each, a total of \$314.34, and one 14 inch Pica Type Underwood typewriter at \$114.30.

NOW BE IT ORDAINED by the Commissioners of the City of San Antonio, that the sum of \$114.30 of said appropriation be and the same is hereby repealed and cancelled.

PASSED AND APPROVED on the 3rd day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 360

AN ORDINANCE (4113)

APPROPRIATING \$12,922.23 OUT OF THE POLICE & FIREMENS' PENSION FUND, FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$12,922.23, be and the same is hereby appropriated out of the POLICE & FIREMENS' PENSION FUND, for payrolls for the period ending September 30, 1946, in the amount of \$12,922.23.

PASSED AND APPROVED on the 3rd day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4114)

TO USE THE SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF W. R. HARRIS.

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

1. That the petition of W. R. Harris, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1829 San Angelo STREET, LOT 18, BLOCK 198, Los Angeles Heights and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

Paragraphs 5, 6, 7, 8, and 9 identical with those of Ordinance 4108, page 265, of even date herewith, herein referred to and made a part hereof.

PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
CITY CLERK

The foregoing permit and the conditions are accepted.

* * *

/s/ W. R. Harris (Sole Owner)
Petitioner and Licensee

AN ORDINANCE (4115)

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF PAUL M. SMITH.

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

1. That the petition of Paul M. Smith, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 102 Gatewood STREET, LOT No. 1, BLOCK 24, TERREL HILLS and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.

Paragraphs 5, 6, 7, 8 and 9 identical with those of Ordinance 4108, page 265, of even date herewith, herein referred to and made a part hereof.

PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
CITY CLERK

The foregoing permit and the conditions are accepted.

/s/ Paul M. Smith
/s/ Mrs. Paul M. Smith
Petitioner and Licensee

* * *

APPRO. NO. 361

AN ORDINANCE (4116).

MAKING A CONTRACT WITH J. W. BERETTA ENGINEERS FOR REPORT
COVERING AIR PLAN FOR THE SAN ANTONIO METROPOLITAN AREA;
AND APPROPRIATING \$2500.00

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

1. That this ordinance makes and manifestssa contract, executed in duplicate, between the City of San Antonio and J. W. Beretta Engineers, Engineers, 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, as follows, to-wit:
 3. The Engineers will make a report of an overall study of air facilities in the San Antonio Metropolitan Area, to be used by the Civil Aeronautics Administration and by Congress in determining allocation of funds for construction work developed through this overall National Air Plan over a period of a number of years.
 4. This report on the San Antonio Metropolitan Area shall be developed under headings generally as follows: (A) A definition of the areas included, involving the San Antonio Metropolitan Area; the area immediately tributary to the San Antonio Metropolitan area and the trade area to be served, with an exhaustive examination of present conditions and a logical development of future requirements; (B) A study of the growth of the San Antonio Metropolitan Area based on various sound indices such as postal receipts, utilities connections, bank resources and clearings, etc.; (C) A study of existing non-scheduled aircraft operations with their application to intermediate as well as higher grade air fields; (D) a study of all classes of scheduled and commercial aircraft operations in the area and a determination of future requirements for both main and feeder line operations; (E) an analysis of the needs of the feeder lines for major, secondary and lower class air field projected into the future

for a period of ten years; (F) an analysis of the overall plan to be developed on the basis of the above studies.

5. The Engineers shall deliver to the City all drawings and specifications, in order that the City shall have within its custody a complete detailed record of this report and contemplated improvement. All information collected under the provisions of this agreement shall be the property of the City of San Antonio, and shall not be divulged to any person, and all original data shall be delivered to the City. Fifteen copies of the report shall be delivered to the City.

6. The Engineers shall give personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid them.

7. In consideration of the faithful performance of this contract by the Engineers, the completion and delivery of the data and material to the City, and the acceptance thereof by the City, the City agrees to pay the Engineers an amount not to exceed \$2,500.00 at the office of the City Auditor in Bexar County, Texas, payable one-fourth at the time of delivery of a comprehensive outline of the report giving contents and source of material, and three-fourths upon delivery to the City of the fifteen copies of the completed report, and acceptance thereof by the City.

8. That \$2,500.00 is appropriated hereby out of the 1946 General Fund - S. A. Airport Department, to pay J. W. Beretta Engineers on approved estimates.

9. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written or parole agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance.

10. PASSED AND APPROVED this 3rd day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

11. ACCEPTED as the contract between the City of San Antonio and J. W. Beretta Engineers, this day of October, A. D. 1946.

Engineers

* * *

APPRO. NO. 362

AN ORDINANCE (4117)

APPROPRIATING \$20.00 OUT OF THE 1946 GENERAL FUND - HEALTH DEPARTMENT, PAYABLE TO W. T. QUILLIN, CASHIER OF THE HEALTH DEPARTMENT FOR INCIDENTAL EXPENDITURES.

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 1946 General Fund - Health Department, payable to W. T. Quillin, cashier of the Health Department, to be used for incidental expenditures of the Health Department, as provided by Section 16 of the Finance Ordinance.

PASSED AND APPROVED on the 7th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4118).

AUTHORIZING THE MAYOR, HONORABLE GUS B. MAUERMANN TO EXECUTE AND DELIVER QUIT CLAIM DEED COVERING W 100 FT. OF LOT 1 BK. 7 CITY BLOCK 1507 TO CLEM H. LONG.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that,

The Mayor, Honorable Gus B. Mauermann, be and he is authorized and directed to execute in the name of and for the City of San Antonio a quit-claim deed covering W. 100 ft. of Lot 1 Block 7 City Block 1507 within the corporate limits of the City of San Antonio, Bexar County, Texas, to Clem H. Long in consideration of the payment of all taxes assessed on said parcel of land for fiscal years 1919 to 1942 both inclusive, and also including all taxes for the fiscal years 1943, 1944 and 1945 amounting to the sum of \$84.87 such quit-claim deed to be without warranty on the part of the City of San Antonio and subject to any and all State and County taxes that may be owing on said parcel of land and all taxes owing the City of San Antonio and San Antonio Independent School District for the fiscal year 1946.

PASSED AND APPROVED on the 7th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *
AN ORDINANCE (4119)

ACCEPTING THE BID OF J. T. BAKER FOR THE PECAN CROP IN CERTAIN CITY PARKS.

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

1. That the bid of J. T. Baker, of Route 9, Box 29, San Antonio, Texas, for the purchase of the pecan crops in certain city parks designated in the resolution calling for bids for the purchase of the pecan crop, in the amount of \$525.00, attached hereto and made a part hereof, is hereby accepted.
2. All other bids are rejected.
3. PASSED AND APPROVED this 7th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

"Attached is certified check in the amount of \$525.00 for Bid on City pecan crop for the year 1946, as per Commissioner Hein's specifications.

If bid is accepted I agree to abide by all rules set forth by ordinance.

/s/ J. T. Baker "

* * *
AN ORDINANCE (4120)

APPRO. NO. 363

TRANSFERRING \$2,300.00 FROM BACK TAX GENERAL FUND, AND \$3,700.00 FROM 1945 GENERAL FUND TO THE 1946 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$6,000.00, be and the same is hereby ordered transferred to the 1946 General Fund - Taxes, Licenses, Fines, Etc. Account from the following funds:

Back Tax General Fund	\$ 2,300.00
1945 General Fund - Taxes, Licenses, Fines, Etc. Account	3,700.00
	\$ 6,000.00

PASSED AND APPROVED on the 10th day of October, 1946.

ATTEST:

Gus B. Mauermann

Frank W. Brady, City Clerk

* * *

M A Y O R

APPRO. NO. 364

AN ORDINANCE (4121)

TRANSFERRING \$2,000.00 FROM THE COMMERCE BUILDING FUND
TO THE HEALTH SINKING FUND.

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 Commerce Building Fund to the Health Center Sinking Fund, which funds are to be used for the payment of principal and interest of the Health Center Bonds as they mature, in accordance with an ordinance passed and approved on the 15th day of April, A. D. 1943.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 365

AN ORDINANCE (4122)

APPROPRIATING \$25,008.97 OUT OF THE 1946 GENERAL FUND
TO PAY ONE NOTE NO. 36 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 1946 General Fund - Taxes, Licenses, Fines, Etc. Account, payable to the National Bank of Commerce, San Antonio, Texas, to pay one Note No. 36 of the 1946 General Fund Series, maturing on or before May 31, 1947; and that the sum of \$8.97, be and the same is hereby appropriated out of the 1946 General Fund - Interest Department, to pay Interest on 1946 General Fund Note No. 36.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 366

AN ORDINANCE (4123)

APPROPRIATING \$13,837.60 OUT OF U. S. GOVERNMENT TAX
ACCOUNT TO PAY WITHHOLDING TAXES FOR THE MONTH OF
SEPTEMBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$13,837.60, 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 the payrolls for the month of September, 1946.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 367

AN ORDINANCE (4124)

APPROPRIATING \$1,125.00 OUT OF WATER IMPROVEMENT DISTRICT
NO. 8 SINKING FUND TO PAY NOVEMBER 1, 1946 INTEREST COUPON
MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,125.00 be and the same is hereby appropriated out of Water Improvement District No. 8, Sinking Fund, payable to the National Bank of Commerce, San Antonio, Texas, to pay seventy-five interest coupons No. 4 due November 1, 1946 of Bonds Nos. 1 to 60 inclusive of the First Series, and

Bonds Nos. 1 to 15 inclusive of the second series at \$15.00 each.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 368

AN ORDINANCE (4125)

APPROPRIATING \$1,340.00 OUT OF SINKING FUND - WATER IMPROVEMENT DISTRICT NO. 3 TO PAY NOVEMBER 1, 1946 INTEREST MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,340.00, be and the same is hereby appropriated out of Sinking Fund - Water Improvement District No. 3 payable to Bexar County Water Control & Improvement District No. 3 to pay sixty-seven Interest coupons No. 24 maturing November 1, 1946 of Bonds 49 to 107 inclusive at \$20.00 each.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 369

AN ORDINANCE (4126)

APPROPRIATING \$555.00 OUT OF HEALTH CENTER SINKING FUND TO PAY OCTOBER 15, 1946 INTEREST COUPON MATURITIES OF HEALTH CENTER REVENUE BONDS, SERIES 1943.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$555.00, be and the same is hereby appropriated out of Health Center Sinking Fund payable to National Bank of Commerce, Fiscal Agent of the City of San Antonio, Texas, to pay thirty-seven Interest Coupons No. 6 of Bonds 4 to 40 inclusive at \$15.00 each, of Health Center Revenue Bonds, Series 1943 due October 15, 1946.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 370

AN ORDINANCE (4127)

APPROPRIATING \$120.81 OUT OF THE 1946 GENERAL FUND, PAYABLE TO JOE RIDGEWAY FOR EXPENSES ON TRIP TO TEXARKANA AND PARIS, TEXAS TO BRING GOVERNMENT LOANED TRUCKS TO SAN ANTONIO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$120.81, be and the same is hereby appropriated out of the 1946 General Fund - Rivers & Ditches Department, payable to Joe Ridgeway, Foreman, to reimburse amount expended for necessary expenses on trip to Texarkana and Paris, Texas, on Official City Business, to bring Government loaned trucks to San Antonio for flood repair work, as per itemized sworn statement of expenses on file in the City Auditor's Office.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4128).

PERMITTING T & N O R R CO. TO CONSTRUCT AND OPERATE
A SPUR TRACK IN MEDINA STREET.

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

1. That permission is granted the Texas & New Orleans Railroad Company to construct, maintain and operate an industrial railroad spur track in, upon and across Medina Street, as shown by broken red line on map hereto attached, the center line of said track being more particularly described as follows:

2. Beginning on the east line of Medina Street and the west line of Block No. 879, approximately one hundred twenty six feet north from the southwest corner of said block; thence northwesterly on a curve to the left in, upon and across Medina Street, sixty nine feet to a point in the west line of Medina Street, and the east line of Block No. 881, approximately one hundred sixty feet north from the southeast corner of said Block No. 881.

3. And to operate engines and cars thereon.

4. Attached hereto and made a part hereof for all purposes is a map showing the existing and the proposed trackage of the railroad in the vicinity.

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

6. That the privilege granted hereby is subject to revocation at the will of the Commissioners or other governing body of the City of San Antonio, and said Railroad Company agrees to remove or have removed its said tract from said street on demand, upon the revocation of the privilege hereby granted.

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

8. PASSED AND APPROVED this 10th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4129)

MAKING A CONTRACT FOR A TRUCK WITH _____ ESQUIVEL.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-

2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and will accomplish this work in a manner and by the method chosen by the Contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 10th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

9. ACCEPTED:

/s/ Firmin Esquivel
No. 206 Queretero Street

* * *

AN ORDINANCE (4130)

MAKING A CONTRACT FOR A TRUCK WITH ANTONIO P. REYES.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-

2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and will accomplish this work in a manner and by the method chosen by the Contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 10th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

9. ACCEPTED:

/s/ Antonio P. Reyes, Contractor*

* No. 135, Bethel Pl.

APPRO. NO. 371

AN ORDINANCE (4131)

APPROPRIATING \$412.41 OUT OF 1946 GENERAL FUND - TO
PAY CITY'S SHARE OF GROUP INSURANCE FOR OCTOBER, 1946
COVERING VARIOUS EMPLOYEES IN THE POLICE AND FIRE
DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, The sum of \$412.41, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay Aetna Life Insurance Company the City's share of Group Insurance for the month of October, 1946, covering various employees in the following Departments:

Fire and Police Commissioner	\$ 1.52
Police Department	271.78
Fire Department	135.36
Fire Alarm Department	2.50
Weights & Measures Dept.	1.25
	<hr/>
	\$412.41

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4132)

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

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

1. That the petition of Douglas E. Davidson, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1824 LaManda Street, LOT 5 and $\frac{1}{2}$ of #6, BLOCK 198, Los Angeles Heights, and no other person shall be permitted to use the said City Sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein, if the

Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 10th DAY OF OCTOBER, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Douglas E. Davidson
/s/ Maxine E. Davidson
Petitioner and Licensee

* * *

AN ORDINANCE (4133)

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF OTTO & IRENE WANDEL.

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

1. That the petition of Otto & Irene Wandel, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee as same is now situated on said premises at NUMBER 128 WARE BLVD. TRACT #786 - HARLANDALE ACRE TRACTS #7, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City

shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.

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

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

PASSED AND APPROVED THIS 10th DAY OF OCTOBER, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Otto Wandel

/s/ Irene Wandel
Petitioner and Licensee

* * *

APPRO. NO. 372

AN ORDINANCE (4134)

APPROPRIATING \$92.50 OUT OF THE 1946 GENERAL FUND -
PAUPER INTERMENT DEPARTMENT, FOR DIGGING OF GRAVES
AND BURIAL OF PAUPERS DURING THE MONTH OF SEPTEMBER
1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$92.50, be and the same is hereby appropriated out of the 1946 General Fund - Pauper Interment Department, Payable to Castillo Funeral Home, for digging of graves and burial of paupers during the month of September 1946, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 373

AN ORDINANCE (4135)

APPROPRIATING \$3.50 OUT OF ADVERTISING FUND - PAYABLE TO BERNE
STUDIO FOR WHITE RIBBON ADVERTISING "MISS SAN ANTONIO - AIR
QUEEN".

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3.50, be and the same is hereby appropriated out of the Advertising Fund, payable to Berne Studio for White Ribbon Advertising "Miss San Antonio - Air Queen", as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 374

AN ORDINANCE (4136)

APPROPRIATING \$180.00 OUT OF 1946 GENERAL FUND - HEALTH DEPARTMENT, TO PAY FOR PROFESSIONAL SERVICES RENDERED DURING THE MONTH OF SEPTEMBER 1946, AT ROBERT B. GREEN HOSPITAL, T. B. CLINIC.

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 1946 General Fund - Health Department, payable to Doctors as shown below, for professional services rendered during the month of September 1946 at the Robert B. Green Hospital, T. B. Clinic, as per approved statements on file in the City Auditor's Office:

Dr. Helen Cannon Bernfield	\$ 60.00
Dr. J. M. Donaldson	60.00
Dr. B. R. Galloway	60.00
	<hr/>
	\$ 180.00

PASSED AND APPROVED on the 10th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4137).

MAKING A QUIT CLAIM DEED TO C. S. FOWLER.

WHEREAS, the deed from San Antonio Public Service Company to the City of San Antonio, dated October 24, 1942, conveys the property hereinafter described for the reason that it is not excepted in Item V, Bus Yards and Garages, paragraph (c), or elsewhere; and,

WHEREAS, Brewer, Matthews, Nowlin & Macfarlane, general counsel for the City Public Service Board, advise that the records of San Antonio Public Service Company (in the custody of said Board) show that said Company on December 27, 1924, executed a deed to C. S. Fowler conveying to him the said property, and received the sum of \$1000.00 as consideration for the said conveyance, all in accordance with a resolution adopted October 1, 1924, by the Board of Directors of San Antonio Public Service Company; and,

WHEREAS, the said C. S. Fowler has since departed this life, it is claimed that the aforesaid deed to him cannot now be found, and Brewer, Matthews, Nowlin & Macfarlane, general counsel as aforesaid, further advise that the heirs or assigns of C. S. Fowler, Deceased, are entitled to a quitclaim deed from the City of San Antonio in order to clear the title to the said property; NOW, THEREFORE:-

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

That this ordinance makes and manifests a quitclaim deed by the City of San Antonio, of the County of Bexar and State of Texas; for and in consideration of the substitution for the lost deed and to release the apparent claim of the City of San Antonio apparent in the record of the title to said property;

And that the City of San Antonio does by these presents bargain, sell, release and forever quitclaim unto C. S. Fowler, formerly of the County of Bexar, his heirs and assigns, all of its right, title and interest in and to that certain tract of land lying in the County of Bexar and the State of Texas more particularly described as follows:

A part of Original City Lot 13, Range 2, District 6, and Original City Lot 13, Range 3, District 6, in Bexar County, Texas, and a part of 1.86 acres thereof conveyed by South San Antonio Industrial Company to San Antonio Public Service Company by deed dated December 24, 1917, the tract hereby conveyed containing 92/100 acre, more or less, and being all of said tract of 1.86 acres which lies west of a line drawn through said tract as follows, to-wit:

Beginning at a concrete monument set on the south line of Ellswood Avenue, also known as Aviation Boulevard, at a point N. 83° 14' W. 345.67 feet from a concrete monument at the intersection of said line with the west line of Quintana Road; thence S. 27° 44' E. 238 feet, more or less, to a concrete monument on the west line of Quintana Road and 196.28 feet approximately south of and at right angles to the south line of Ellswood Avenue; this monument also being S. 34° 42' W. 83.5 feet and S. 61° 16' W. 210.9 feet from the intersection of the south line of Ellswood Avenue with the west line of Quintana Road.

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 C. S. Fowler, his heirs and assigns, forever, so that neither the City of San Antonio nor its successors nor assigns, 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 any part thereof.

The Mayor is authorized to sign this document and the City Clerk is authorized to attest the same.

PASSED, APPROVED AND EXECUTED this 10th day of October, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann
M A Y O R

ATTEST:

/s/ Frank W. Brady

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4138)

AUTHORIZING THE INTERVENTION AND THE SUPPORT OF THE CITY IN THE MATTER OF THE PETITION OF THE CONTINENTAL AIR LINES, INC., DOCKET NO. 2087 BEFORE THE CIVIL AERONAUTICS BOARD.

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

1. That the City of San Antonio shall act in the support in the matter of the petition of Continental Air Lines, Inc. for an amendment to its certificate of public convenience and necessity for Route 29 pending before the Civil Aeronautics Board, Washington, D. C., Docket No. 2087, and that the City file a memorandum in behalf of the Continental Air Lines, Inc. and file an intervention through the City Attorney, if such act is considered expedient.

2. PASSED AND APPROVED this 10th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 375

AN ORDINANCE (4139)

APPROPRIATING \$108,829.58 OUT OF THE 1946 GENERAL FUND, FOR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$108,829.58, be and the same is hereby appropriated out of the 1946 General Fund, for semi-monthly payrolls for the period ending October 15, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	18,238.46
TAXATION DEPARTMENT	5,062.50
SANITATION, PARKS & PUBLIC PROPERTY	13,723.24
STREETS & PUBLIC IMPROVEMENTS	9,185.00
FIRE & POLICE DEPARTMENTS	62,620.38

108,829.58

PASSED AND APPROVED on the 15th day of OCTOBER 1946.

ATTEST: Frank W. Brady, City Clerk*

Gus B. Mauermann M A Y O R

APPRO. NO. 376

AN ORDINANCE (4140)

APPROPRIATING \$1,750.00 OUT OF THE COMMERCE BUILDING FUND, FOR
PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,750.00, be and the same is hereby appropriated out of the COMMERCE BUILDING FUND, for semi-monthly Health Department payroll for the period ending October 15, 1946, in the amount of \$1,750.00.

PASSED AND APPROVED on the 15th day of OCTOBER 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 377

AN ORDINANCE (4141)

APPROPRIATING \$57,985.83 OUT OF 1946 GENERAL FUND TO PAY FOR
MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$57,985.83, be and the same is hereby appropriated out of the 1946 General Fund - for Materials, Equipment, Supplies and miscellaneous expenditures, payable to the person, persons or firm as shown on the attached list, as per approved purchase orders on file in the City Auditor's Office, out of the following departments:

Public Affairs in General	\$11,889.15
Dept. of Taxation	702.96
Sanitation, Parks & Public Property	22,554.96
Streets and Public Improvements	7,516.43
Fire and Police	15,322.33

\$57,985.83

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 378

AN ORDINANCE (4142)

APPROPRIATING \$1,303.13 OUT OF THE 1946 GENERAL FUND, ENGINEERING
DEPARTMENT TO PAY FRANK T. DROUGHT FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,303.13, be and the same is hereby appropriated out of the 1946 General Fund - Engineering Department to pay Frank T. Drought his first and final estimate for professional services in connection with making boundary survey of the newly annexed areas to the City of San Antonio.

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4143)

MAKING A CONTRACT FOR A TRUCK WITH J. A. LONG.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-
2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump

truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 15th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

9. ACCEPTED:

/s/ J. W. Long Contractor	Truck No. $\frac{M}{B}$ 264
No. _____ Street	" " $\frac{M}{B}$ 165
	* * *

APPRO. NO. 379

AN ORDINANCE (4144)

APPROPRIATING \$380.32 OUT OF THE PARK REVENUE BOND -
1945 FUND FOR MATERIAL, SUPPLIES AND MISCELLANEOUS
EXPENDITURES FOR THE MONTH OF SEPTEMBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$380.32, be and the same is hereby appropriated out of the PARK REVENUE BOND, - 1945 Fund, for materials, supplies, and miscellaneous expenditures, as per approved purchase orders on file in the City Auditor's Office, payable to the following:

City Public Service Board	\$ 56.65
Downtown Motors	120.03
Golden West Oil Co.	1.48
Magnolia Petroleum Co.	21.18
Natho-Ross Paper Co.	79.38
Southwestern Bell Telephone Co.	13.30
Ferd Staffel Company	41.80
West Disinfecting Co.	46.50

\$380.32

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 380

AN ORDINANCE (4145)

APPROPRIATING \$1,097.28 OUT OF THE COMMERCE BUILDING FUND
DEPT. FOR MATERIAL, SUPPLIES AND MISCELLANEOUS EXPENDITURES
FOR THE MONTH OF SEPTEMBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,097.28, be and the same is hereby appropriated out of the COMMERCE BUILDING FUND Dept. for materials, supplies, and miscellaneous expenditures, as per approved purchase orders on file in the City Auditor's Office, payable to the following:

Biard-Strunk Company	\$ 5.00
Blue & Blue Printers	119.75
Carpenter Paper Company	114.02
City Public Service Board	101.87
Cohen's Army Store	24.00
Davis Manufacturing Co.	80.25
R. P. Kincheloe Company	233.28
G. S. Lacey - Paper Specialties	245.34
Chas. M. Lay Company	13.20
Myrtle Luderus	60.00
Martin Linen Supply Company	3.97
Otis Elevator Company	66.00
Southwest Photo Supplies	30.00

\$1,097.28

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 381

AN ORDINANCE (4146)

APPROPRIATING \$5,200.00 OUT OF 1946 GENERAL FUND, TRINITY
UNIVERSITY NOTE DEPARTMENT PAYABLE TO TRINITY UNIVERSITY TO
PAY NOTE AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5,200.00, be, and the same is hereby appropriated out of 1946 General Fund, Trinity University Note Department to pay Trinity University for one Note in the principal sum of \$5,000.00, and \$200.00 Interest at 4% from October 11, 1945 to October 11, 1946, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 382

AN ORDINANCE (4147)

APPROPRIATING \$63.30 OUT OF THE 1946 GENERAL FUND - HEALTH
DEPT. POLIO CAMPAIGN, FOR MATERIALS, SUPPLIES & EQUIPMENT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$63.30, be and the same is hereby appropriated out of the 1946 General Fund - Health Department Polio Campaign, as per approved purchase orders on file in the City Auditor's Office as follows:

Cohen's Army Store	\$ 5.00
Golden West Oil Company	41.25
Magnolia Petroleum Company	17.05

\$63.30

The above amount is to be paid out of Council Appropriation No. 148, Dated July 18, 1946.

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady, City Clerk

* * *

APPRO. NO. 383

AN ORDINANCE (4148)

APPROPRIATING \$90.00 OUT OF THE 1946 GENERAL FUND - POLIO EMERGENCY DEPARTMENT, PAYABLE TO TEX-PET OIL COMPANY INC. FOR 1200 GALLONS KEROSENE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$90.00 be and the same is appropriated hereby out of the 1946 General Fund - Polio Emergency Department, payable to Tex-Pet Oil Company Inc. for 1200 gallons kerosene, as per approved purchase orders on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. #87, Dated June 27, 1946.

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 384

AN ORDINANCE (4149)

APPROPRIATING \$1,625.00 OUT OF THE 1946 GENERAL FUND, AUDITORIUM DEPARTMENT, TO PAY WALSH SHEET METAL WORKS, ESTIMATE NO. 1, PART PAYMENT FOR ROOF REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,625.00, be and the same is hereby appropriated out of the 1946 General Fund, Auditorium Department, to pay Walsh Sheet Metal Works, estimate No. 1, part payment for roof repairs at the Municipal Auditorium, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 15th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 385

AN ORDINANCE (4150)

APPROPRIATING \$2,105.25 OUT OF THE 1946 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 \$2,105.25 be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay for Independent Hire of Teams and Trucks for the period of October 1, 1946 to October 15, 1946 inclusive, as per approved Engineer's estimates on file in the City Auditor's Office out of the following Departments:

Parks & Plazas	\$ 112.00
Garbage & Sanitation	\$ 147.00
Street Maintenance	\$1,846.25

\$2,105.25

PASSED AND APPROVED on the 17th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 386

AN ORDINANCE (4151)

APPROPRIATING \$1801.32 OUT OF THE 1946 GENERAL FUND TO PAY FOR TELEPHONE SERVICES FOR THE MONTH OF OCTOBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1801.32, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of October, 1946, for the following Departments:-

Department of Public Affairs in General	\$ 497.98
Department of Taxation	78.99
Department of Sanitation, Parks and Public Property	129.56
Department of Streets and Public Improvements	63.75
Department of Fire & Police	1,031.04
	<hr/>
	\$ 1,801.32

PASSED AND APPROVED on the 17th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 387

AN ORDINANCE (4152)

APPROPRIATING \$215.98 OUT OF THE 1946 GENERAL FUND - VARIOUS DEPARTMENTS - TO PAY GOVERNMENT TAX ON ADMISSIONS FOR MONTH OF SEPTEMBER.

BE IT ORDAINED BY the Commissioners of the City of San Antonio, that, the sum of \$215.98, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to the Collector of Internal Revenue, being Tax on Admissions from Septe 1, 1946 to Sept. 30, 1946, inclusive, as per statement on file in the City Auditor's Office, as follows:

1946 General Fund

Witte Museum	\$ 49.58
Governor's Palace	41.14
Swimming Pools	125.26
	<hr/>
	\$215.98

PASSED AND APPROVED on the 17th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 388

AN ORDINANCE (4153)

MAKING A CONTRACT WITH CHAPA'S COMMERCIAL EXTERMINATOR FOR THE TREATMENT OF THE MUNICIPAL CITY MARKET.

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

1. That this ordinance makes and manifests a contract with Chapa's Commercial Exterminator, to treat the Municipal City Market for roaches, ants, rodents and other insects, for a period of 8 months, as expressed in the copy of the proposition attached hereto and made a part hereof.

2. This work shall be done under the supervision of the Market Master to the satisfaction of the Market Master, and on the default of the contractor, this contract may be terminated without liability on the part of the city.

3. \$184.00 is appropriated out of the 1946 General Fund - Market House Department, to pay the contractor for this work, payable at the rate of \$23.00 a month, upon the certificate of the Commissioner of Sanitation, Parks and Public Property.

4. PASSED AND APPROVED this 17th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

August 23rd

Honorable Henry Hein
Park Commissioner,
San Antonio, Texas,

Dear Sir,

Upon request I was called to make an estimate for the treatment of roaches, ants, etc. insect infestation of the Municipal Market House.

I personally contacted each establishment, and each complained about the heavy infestation and the great desire to have the place treated.

I would appreciate the opportunity to free the building of said infestation on a contract basis. I will treat the entire building as often as it is necessary to control the insects. It will also be my duty to make monthly inspections throughout the nine months contract and determine the number of monthly treatments required to control the insects. This type of control will amount to \$45.00 per month.

The eleven establishments have agreed to pay a share of this cost. They will pay \$22.00 per month leaving a balance of \$23.00 per month or \$207.00 for a nine month contract. The latter will be the City's share of the contract.

The building is heavily infested and control measures should be used at once.

Yours very truly,

/s/ I. Chapa Jr.
Isidoro Chapa, Jr.

* * *

APPRO. NO. 389

AN ORDINANCE (4154)

APPROPRIATING \$86.00 OUT OF THE CITY OF SAN ANTONIO
STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$86.00 be; and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs, as per City Engineer's letter of October 16, 1946, as follows:

Rudolph R. Adam	Refund	\$ 10.00
Marcos Niño	"	2.85
Jessie Paiz	"	6.50
G. D. Bethany	"	10.00
B. R. Watson	"	7.40
T. J. Peters	"	6.40
H. A. Saunders	"	10.00
City of San Antonio	Repairs	32.85
		<hr/>
	Total	\$ 86.00

PASSED AND APPROVED on the 17th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

A RESOLUTION (4155)

REJECTING ALL BIDS FOR THE CONSTRUCTION OF STORM SEWER
ON HEARNE AVENUE.

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

1. That all bids received the 10th of October, 1946, for the construction of a storm sewer on Hearne Avenue from Nogalitos Street west 186 feet, are rejected.
2. The City Clerk is directed to return the bidders' checks to the bidders.
3. PASSED AND APPROVED this 17th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady, City Clerk

* * *

AN ORDINANCE (4156).

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE BOUNDARIES OF THE CITY, BEING KNOWN AS UNIVERSITY PARK SUBDIVISION, UNIT ONE.

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 University Park Subdivision, Unit One, 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 by metes and bounds as follows, to-wit:-

2. Beginning at the intersection of the south line of Culebra Road and the original west city limits of the City of San Antonio, same being a corner of the present City Limits line of the City of San Antonio and the southeast corner of this unit; thence North $83^{\circ} - 46'$ west, along said south line of Culebra Road, 2524.93 feet to a point for the southwest corner of this unit; thence North $06^{\circ} - 15'$ east at 80.0 feet pass the southwest corner of University Park Subdivision, Unit One, continuing along the west line of said University Park Subdivision, Unit One, at 1583.2 feet pass the south line of Cincinnati Avenue and the Northwest corner of said University Park Subdivision, Unit One, and at 1663.2 feet intersect the north line of Cincinnati Avenue for the northwest corner of this unit; thence South $83^{\circ} - 44' - 30''$ East along said north line of Cincinnati Avenue to an intersection with the northeast line of Bandera Road for the northeast corner of this unit, also being in the City Limits line of the City of San Antonio; thence in a southeasterly direction along said northeast line of Bandera Road and the City Limits line of the City of San Antonio to an intersection with the original west City Limits line of the City of San Antonio; thence south along said original west City Limits line of the City of San Antonio 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 the City is justly and legally liable upon annexation to the City.

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

6. 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 17th day of October, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady, City Clerk

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS)
 COUNTY OF BEXAR)
 CITY OF SAN ANTONIO)

Before me, the undersigned authority, on this day personally appeared Mrs. F. E. Miskimin, who being by me duly sworn, says on oath that she is one of the publishers of the COMMERCIAL RECORDER, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the "AN ORDINANCE" hereto attached has been published in every issue of said newspaper on the following days, to-wit: September 16, 1946.

/s/ Mrs. F. E. Miskimin

Sworn to and subscribed before me this September 16th, 1946.

/s/ Richard H. Dullnig
 Notary Public in and for Bexar County, Texas.

* * *

AN ORDINANCE (4157)

MAKING A CONTRACT FOR A TRUCK WITH BANDILIO VERA.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-

2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED This 17th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

9. ACCEPTED:

/s/ Bandilio Vera
 Contractor

No. Rt. 5 Box 272

* * *

A RESOLUTION (4158)

CALLING FOR BIDS FOR THE REMOVAL OF THE WASHED OUT STEEL
 SUPERSTRUCTURE OF THE RALPH STREET BRIDGE.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City

Clerk, City Hall, San Antonio 5, Texas, for the removal of the washed out steel superstructure of the Ralph Street Bridge.

2. The bid shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid for Removal of the Washed Out Steel Superstructure of the Ralph Street Bridge."

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. Performance bond in the amount of \$1,000.00 will be furnished.

4. Bids will be received at the office of the City Clerk until 10:00 o'clock A. M. CST
Thursday, the 31st day of October, A. D. 1946,
and then publicly opened and read aloud in the City Council Chamber. Any bids received after the closing time will be returned unopened.

5. Proposal is to be a lump sum bid, contractor to get all salvage steel in this bridge and clean up site in a workmanlike manner.

6. The work shall be done and completed in accordance with the plans and specifications and directions of the City Engineer.

7. The successful bidder will be required to execute the Standard City Form Contract prepared and supplied by the City of San Antonio.

8. In case of ambiguity, duplicity or obscurity in the bids, the City Engineer shall have the exclusive power to construe and apply the meaning thereof.

9. No bids may be withdrawn less than three weeks after the scheduled closing time.

10. The City reserves the right to reject any or all bids and waive formality.

11. Attention is called to Article 5159-a Revised Statutes of Texas requiring that not less than the minimum wages prevailing in the locality in which the work is performed for work of a similar character, shall be paid.

12. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORDER".

13. PASSED AND APPROVED this 17th day of October, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

A RESOLUTION (4159)

CALLING FOR BIDS FOR THE CONSTRUCTION OF CONCRETE SIDEWALK ON
THE NORTH SIDE OF CINCINNATI AVENUE BETWEEN EPWORTH AND BANDERA
ROAD.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City Clerk, City Hall, San Antonio 5, Texas, for the construction of approximately 400 square feet of standard Concrete Sidewalk to be located on the north side of Cincinnati Avenue between Epworth and Bandera Road.

2. The bid shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid for Construction of Concrete Sidewalk on the North Side of Cincinnati Avenue between Epworth and Bandera Road".

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. The construction bond shall be 50 per cent of the total cost of the job. No maintenance bond will be required.

4. Bids will be received at the office of the City Clerk until 10:00 o'clock A.M. CST
Thursday, October 24th, 1946
and then publicly opened and read aloud in the City Council Chamber. Any bids received after

the closing time will be returned unopened.

5. The work shall be done and completed in accordance with the plans and specifications and directions of the City Engineer.

6. The successful bidder will be required to execute the Standard City Form Construction Contract prepared and supplied by the City of San Antonio.

7. In case of ambiguity, duplicity or obscurity in the bids, the City Engineer shall have the exclusive power to construe and apply the meaning thereof.

8. No bids may be withdrawn less than three weeks after the scheduled closing time.

9. The City reserves the right to reject any or all bids and waive formality.

10. Attention is called to Article 5159-a Revised Statutes of Texas requiring that not less than the minimum wages prevailing in the locality in which the work is performed for work of a similar character, shall be paid.

11. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORDER".

12. PASSED AND APPROVED this 16th day of October, A. D. 1946.

Gus B. Mamerann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 390

AN ORDINANCE (4160)

APPROPRIATING \$64.50 OUT OF 1945 GENERAL FUND - AUDITING DEPARTMENT, PAYABLE TO BLUE & BLUE, PRINTERS FOR 500 STATEMENTS OF BONDED INDEBTEDNESS AS OF MAY 31, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$64.50, be and the same is hereby appropriated out of 1945 General Fund - Auditing Department, payable to Blue & Blue, Printers for 500 Statements of Bonded Indebtedness as of May 31, 1946, as per approved purchase order on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. 902, dated May 31, 1946.

PASSED AND APPROVED on the 17th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 391

AN ORDINANCE (4161)

APPROPRIATING \$33,935.60 OUT OF THE 1946 GENERAL FUND, FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$33,935.60, be and the same is hereby appropriated out of the 1946 General Fund, for per diem payrolls for the period ending October 15, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	1,836.10
SANITATION, PARKS & PUBLIC PROPERTY	22,059.33
STREETS & PUBLIC IMPROVEMENTS	9,622.44
FIRE & POLICE DEPARTMENTS	417.73

33,935.60

PASSED AND APPROVED on the 18th day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4162)

ACCEPTING THE ATTACHED PROPOSALS TO BIND APPROXIMATELY ONE HUNDRED THOUSAND RENDERED AND UNRENDERED ASSESSMENT SHEETS INTO APPROXIMATELY 200 BOOKS @ \$8.75 PER BOOK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the attached Proposals of Paul Anderson Co., 125 Broadway, San Antonio, Texas, dated October 11, 1946; Alamo Printing Co., 148 Dwyer Ave., San Antonio, Texas, dated October 11, 1946 and Maverick-Clarke Litho Co., 215 E. Travis Street, San Antonio, Texas, dated October 15, 1946, be, and are hereby accepted to bind the Rendered and Unrendered Assessment Sheets at the price of \$8.75 per Book and that the following named firms be given orders for the quantity of books as shown opposite their names below;

Paul Anderson Co.,	66 Books,
Alamo Printing Co.,	66 "
Maverick-Clarke Litho Co.,	68 " more or less.

PASSED AND APPROVED on the 18th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4163)

ACCEPTING THE ATTACHED PROPOSALS TO BIND APPROXIMATELY ONE HUNDRED AND TEN THOUSAND 1946 CITY TAX RECEIPTS INTO APPROXIMATELY 365 BOOKS @ \$5.40 PER BOOK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the attached Proposals of National Printing & Stationery Co., 407 Augusta Street, San Antonio, Texas, dated October 14, 1946; Standard Printing Co., 205 N. Presa Street, San Antonio, Texas, dated October 14, 1946, and The Clegg Co., 130 Soledad Street, San Antonio, Texas, dated Oct. 14, 1946, be, and are hereby accepted to bind the 1946 Tax Receipts at the price of \$5.30 per Book and that the following named firms be given orders for the quantity of books as shown opposite their names below:

National Printing & Stationery Co.	121 Books,
Standard Printing Co.,	121 "
The Clegg Co.,	123 " more or less

PASSED AND APPROVED on the 18th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 392

AN ORDINANCE (4164)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH SOUTHERN SALES & SERVICE, 315 N. PRESA STREET, SAN ANTONIO, TEXAS.
(Proposal dated 10/14/46)

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 Southern Sales & Service, 315 N. Presa Street, San Antonio, Texas,

2- An Appropriation is made hereby in the amount of \$167.50 from the 1946 General Fund, Riverside Golf Course Dep't Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in

conformity with Section 17 of the Finance Ordinance.

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

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

5- Contract to furnish the Riverside Golf Course Department with One New Seven Column Combination Cash Register & Adding Machine, R. C. Allen, Model 200, Hand Operated for a total sum of \$170.00 less allowance for One Used Remington Cash Register, Master No. 1990 for \$2.50 Trade in allowance making a net sum of \$167.50, and the said sum of \$167.50 be, and the same is hereby appropriated out of the 1946 General Fund, Riverside Golf Course Department, in payment of same;

PASSED AND APPROVED this 18 day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 393

AN ORDINANCE (4165)-

APPROPRIATING \$3,000.00 TO PAY McCOACH AND PRATTES TO
BUY LAND FOR THE EXTENSION OF CAPITOL AVENUE.

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

1. That \$3,000.00 is appropriated out of the Street Opening & Widening Fund of 1919, to pay W. H. McCoach and A. Prattes for the purchase of a 50 foot strip of land extending four blocks between Pasadena Street and McIlvaine Street for the extension of Capitol Avenue.

2. Upon the delivery of a general warranty deed and a certificate of title guaranty into the City of San Antonio, approved by the City Attorney, the Auditor is directed to deliver the warrant in payment therefor to W. G. McCoach and A. Prattes, and the City Clerk shall file the deed with the County Clerk of Bexar County.

3. Taxes shall be pro rated as of the date of the delivery of the deed.

4. The City Engineer and the City Assessor are directed to change their records in accordance herewith.

5. PASSED AND APPROVED this 18th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 394

AN ORDINANCE (4166)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION
FOR EQUIPMENT WITH HOMELITE CORPORATION, 3400 ROSS AVENUE, DALLAS
4, TEXAS.
(Proposal date 10-10-46)

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 Homelite Corporation, 3400 Ross Avenue, Dallas, 4, Texas.

2- An Appropriation is made hereby in the amount of \$341.96 from the 1946 General Fund, Sewer Maintenance Dept., Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

4- This instrument in writing constitutes the entire contract between the parties, there being no other written or parole agreement with officer or employee of The City of San Antonio; it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

5- Contract to furnish the Sewer Maintenance Department with one Homelite 19S3-1 3" Portable self Priming Gasoline engine Driven Centrifugal Pump with two 14' lengths of Suction Hose coupled, Weight 88#, Size 3", Capacity of Discharge 15,000 G.P.H., is guaranteed for a suction lift of 28' and good for a head of 80', FOB San Antonio, Texas, for the sum of \$341.96. said sum of \$341.96, be, and the same is hereby appropriated out of the 1946 General Fund Sewer Maintenance Dept., in payment of same.

PASSED AND APPROVED this 18th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4167)

MAKING A CONTRACT FOR A TRUCK WITH RUDOLPH GAMEZ.

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

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

8. PASSED AND APPROVED this 18th day of October 1946.

ATTEST:
Frank W. Brady City Clerk

Gus B. Mauermann

M A Y O R

9. ACCEPTED:

/s/ Rudolph Gamez
Contractor

No. 430 W. Winnipeg Street.

* * *

APPRO. NO. 395

AN ORDINANCE (4168)

APPROPRIATING \$736,150 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 \$736.50,, be and the same is hereby appropriated out of the PARK REVENUE BOND - 1945 FUND, for payroll for the Willow Springs Golf Course for the period ending October 15, 1946, in the amount of \$736.50.

PASSED AND APPROVED on the 18th day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4169)-

ACCEPTING THE PROPOSAL OF PHELPS, FENN & COMPANY AND
RAUSCHER, PIERCE & COMPANY AND ASSOCIATES, TO PURCHASE
\$5,700,000.00 CITY OF SAN ANTONIO PUBLIC IMPROVEMENT
BONDS.

*Repealed
Feb. 14, 1946
Ord. No. 4624*

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

1. That the proposal of Phelps, Fenn & Company and Rauscher, Pierce & Company and Associates, to purchase \$5,700,000.00 Public Improvement Bonds of the City of San Antonio, Texas, dated the 1st day of November, A. D. 1946, for par and accrued interest to the date of the delivery of the bonds, bearing interest as follows: 2½% on bonds maturing 1947-52 inc; 2% on bonds maturing 1953-55 inc; 1-3/5% on bonds maturing 1956-62, inc; 2% on bonds maturing 1963-66, inc. (Average Interest Cost: 1.9416%); which proposal is attached to this ordinance and made a part hereof for all intents and purposes, and being the highest and best bid pursuant to the notice inviting proposals to purchase said bonds; be and the same is hereby accepted.

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

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

4. PASSED AND APPROVED this 18th day of October, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann

ATTEST:

M A Y O R

/s/ Frank W. Brady

Frank W. Brady
City Clerk

- - -

PROPOSAL TO PURCHASE BONDS

The Board of Commissioners
Attention of the City Clerk, City Hall
San Antonio 5, Texas

Gentlemen:

1. Pursuant to your notice inviting proposals to purchase \$5,700,000.00 principal amount

of City of San Antonio direct obligation Public Improvement Bonds, dated the 1st day of November 1946, maturing serially over a period of twenty years, we submit the following proposition, viz:-

2. For the entire issue of \$5,700,000.00, we will pay you par and accrued interest to the date of the delivery of the bonds to us, plus a premium of \$ None.

3. Said bonds to be in the denomination of \$1,000.00 each, interest payable semi-annually, both principal and interest payable either at the City Treasury at San Antonio, Texas, or at the fiscal agency of the City in New York City, New York, bearing interest at the rate hereinafter specified to wit:-2½% on bonds maturing 1947-52 inc; 2% on bonds maturing 1953-55, inc; 1-3/4% on bonds maturing 1956-62, inc; 2% on bonds maturing 1963-66, inc. (Average Interest Cost: 1.9416%)

4. If the proposal is to buy less than the entire issue, a schedule of the bonds to be bought and the interest to be paid thereon may be written on a proposal prepared by the bidder, otherwise identical with this form.

5. The bonds will be delivered to us in San Antonio, Texas, and will be paid for in San Antonio as soon as we receive notice from you that the bonds are ready for delivery.

6. We hand you herewith Cashier's Check No. 712380 in the sum of \$10,000.00 made payable unconditionally to the City of San Antonio to guarantee the performance of the proposal, said check to be returned to us forthwith if our bid is rejected.

7. Bids shall be in duplicate, enclosed in a sealed envelope endorsed "Bid for purchase of City Improvement Bonds."

Submitted this 17th day of October, 1946.

Name and Address of bidder:-

Phelps, Fenn & Company, New York, New York
Rauscher, Pierce & Company, San Antonio, Texas

And Associates.

/s/ Arnold J. Kocurek

By: Arnold J. Kocurek, Authorized Representative

October 16, 1946

The Board of Commissioners
Attention of the City Clerk
City Hall
San Antonio 5, Texas

Gentlemen:

We enclose herewith a proposal for the \$5,700,000 San Antonio, Texas, Bonds as described in your Notice of Sale dated October 3, 1946.

This proposal is subject to the following conditions:

1. That delivery of these bonds be made to us at the City Treasury in San Antonio, Texas, on or before December 17, 1946.
2. That simultaneously with the delivery and payment by us we be supplied with the unqualified approving legal opinion of Messrs. Chapman & Cutler, Chicago, Illinois, together with a non-litigation certificate.
3. That this proposal be accepted or rejected before 10:00 A. M. Central Standard Time on October 19, 1946.

In the event the above conditions cannot be met, and unless a mutually satisfactory extension of time is agreed upon, our deposit check of \$10,000 is to be returned to the undersigned, and the purchase contract is to be cancelled.

Should our proposal be accepted, we shall expect with the purchase contract a letter signifying your agreement to the above conditions.

Yours truly,

Phelps, Fenn & Company
New York, New York.

Rauscher, Pierce & Company
San Antonio, Texas
And Associates.

By: /s/ Arnold J. Kocurek
Arnold J. Kocurek
Authorized Representative.

AJK:ok
Enclosure

* * *

APPRO. NO. 396

AN ORDINANCE (4170)

TRANSFERRING \$4,000.00 FROM THE 1945 GENERAL FUND TO
1946 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$4,000.00, be and the same is hereby ordered transferred from the 1945 General Fund, Taxes, Licenses, Fines, etc. Account to the 1946 General Fund - Taxes, Licenses, Fines, etc. Account.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 397

AN ORDINANCE (4171)

APPROPRIATING \$50,040.76 OUT OF THE 1946 GENERAL FUND TO
PAY TWO NOTES NOS. 37 AND 38, AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1946 General Fund - Taxes, Licenses, Fines, Etc. Account, payable to the National Bank of Commerce, San Antonio, Texas to pay two Notes Nos. 37 and 38 of the 1946 General Fund Series, maturing on or before May 31, 1947; and that the sum of \$40.76, be and the same is hereby appropriated out of the 1946 General Fund Interest Department, to pay Interest on 1946 General Fund Notes Nos. 37 and 38.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4172)

GRANTING THE PETITION OF TEXAS DISTRICT OF THE EV.
LUTHERAN SYNOD OF MISSOURI, OHIO AND OTHER STATES, FOR
EXEMPTION FROM CITY TAXES FOR FISCAL YEARS 1943, 1944
AND 1945, ON LOT 14, NEW CITY BLOCK 6928, NOGALITOS
HEIGHTS, IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. That the property known as Lot 14, New City Block 6928, Nogalitos Heights, at 827 Cottonwood Street, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as actual place of religious worship during the fiscal years 1943, 1944 and 1945, and not subject to taxation for those fiscal years, and the petition of Texas District of the Ev. Lutheran Synod of Missouri, Ohio and Other States, dated July 17, 1946, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal years 1943, 1944 and 1945 is hereby granted and said property is hereby exempted from taxation for the fiscal year 1943, beginning June 1, 1943, and fiscal year 1944 and 1945, said exemption effective to the 1st day of June, 1946, at which time the said property ceased to be used for the purposes for which exempted, namely, actual place of religious worship.

2. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

- - -

P E T I T I O N

San Antonio, Texas July 17, 1946

To the Honorable Mayor and Commissioners
of the City of San Antonio, Texas.

The following described property was purchased and is owned by

Texas District of the Evangelical Lutheran Synod of Missouri, Ohio and Other
States, a corporation
(Name of Organization)

Lot 14, N. C. B. 6928, Nogalitos Heights, San Antonio, Bexar County, Texas,
(Description of Property)

827 Cottonwood
House No. & Street

March 4th, 1943
Date of Purchase.

Since March 4th, 1943 this property has been used exclusively as a church building, yields no revenue, and is owned exclusively and in fee by the above named Church organization.

Under the law this property is exempt from taxation and petitioner would respectfully ask that same be placed by the City Tax Assessor on the list of Exempt property, commencing with the first day of June 1943 and remain thereon as long as said property is used for the above purpose.

Texas District of the Ev. Lutheran Synod of Missouri,
Ohio and Other States.
Name of Organization

By /s/ E. A. Kramer
Secy. of Church Extension Division
Title

Sworn to and subscribed before me this 17th day of July, 1946.

Ruth Speed
Notary Public, Bexar County, Texas.

Address of Signer:

E. A. Kramer
516 Frost Bank Bldg.
San Antonio, Texas
F-0188

* * *

AN ORDINANCE (4173)

GRANTING THE PETITION OF O. F. HATFIELD MEMORIAL CHURCH OF
THE NAZARENE, FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR
1945 AND YEARS SUBSEQUENT THERETO, ON LOT 10, NEW CITY BLOCK
7785, AT 4515 SOUTH FLORES STREET, IN THE CITY OF SAN ANTONIO,
TEXAS.

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

1. That the property known as Lot 10, New City Block 7785, at 4515 South Flores Street, in the City of San Antonio, Texas, be and is hereby declared to be of an exempt character, as actual place of religious worship, and not subject to taxation, and the petition of O. F. Hatfield Memorial Church of the Nazarene, dated September 16, 1946, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1945, beginning June 1, 1945, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purposes for which exempted, namely, actual place of religious worship.

2. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

- - -

P E T I T I O N

San Antonio, Texas 9-16-1946

To the Honorable Mayor and Commissioners
of the City of San Antonio, Texas.

The following described property was purchased and is owned by

O. F. Hatfield Memorial Church of the Nazarene
(Name of Organization)

Lot 10, N. C. B. 7785,
(Description of Property)

4515 So. Flores St. , Lot 10 Block 1
House No. & Street

March 15th, 1930
Date of Purchase

Since March 15 - 1930 this property has been used exclusively as place of worship, yields no revenue, and is owned exclusively and in fee by O. F. Hatfield Memorial Church of the Nazarene.

Under the law this property is exempt from taxation and petitioner would respectfully ask that same be placed by the City Tax Assessor on the list of Exempt property, commencing with the first day of June 1945 and remain thereon as long as said property is used for the above purpose.

O. F. HATFIELD MEMORIAL CHURCH OF THE NAZARENE
Name of Organization

/s/ J. A. Hooe - Sec. Treas.
Title

Sworn to and subscribed before me this 7th day of October 1946.

Simon Egli
Notary Public, Bexar County, Texas.

* * *

AN ORDINANCE (4174)

GRANTING THE PETITION OF ST. PAUL'S LUTHERAN CHURCH,
FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1945
AND YEARS SUBSEQUENT THERETO, ON SOUTH END OF BLOCK
4, NEW CITY BLOCK 1674, IN THE CITY OF SAN ANTONIO,
TEXAS.

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

1. That the property known as Southwest part of Lot 8 and East part of Lots 7 and 8 and Lot 9, being the south end of Block 4, New City Block 1674, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as actual place of religious worship and religious education building, and not subject to taxation, and the petition of St. Paul's Lutheran Church, dated April 15, 1946, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1945 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1945, beginning June 1, 1945, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purposes for which exempted, namely, actual place of religious worship and religious education building.

2. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

P E T I T I O N

San Antonio, Texas April 5th, 1946

To the Honorable Mayor and Commissioners
of the City of San Antonio, Texas.

The following described property was purchased and is owned by

St. Paul's Lutheran Church, San Antonio, Texas,
(Name of Organization)

Lots one to 22 both inclusive Bl. B NCB 2475
(Description of Property)

Zarzamora, San Carlos, Rosillo and Tampico
House No. & Street

June 9, 1945, Recorded Vol. 2139, p. 542
Date of Purchase.

Since Dec. 15, 1945 this property has been used exclusively as Charitable & Religious center, yields no revenue, and is owned exclusively and in fee by Most Rev. Robert E. Lucey.

Under the law this property is exempt from taxation and petitioner would respectfully ask that same be placed by the City Tax Assessor on the list of Exempt property, commencing with the first day of June 1946 and remain thereon as long as said property is used for the above purpose.

Most Rev. Robert E. Lucey, Archbishop

By /s/ Rev. James T. Lockwood, Secretary
Title

Sworn to and subscribed before me this first day of March, 1946.

Address of Signer:

/s/ Patrick J. Geehan
Notary Public, Bexar County, Texas.

230 Dwyer Avenue
San Antonio, 5, Texas

* * *

APPRO. NO. 398

AN ORDINANCE (4176)

APPROPRIATING \$1,100.00 TO PAY HILL COCKE FOR PROPERTY
IN OLMOS BASIN; AND REPEALING ORDINANCE AND COUNCIL
APPROPRIATION NO. 293, DATED SEPTEMBER 12, 1946.

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

1. That \$1,100.00 is appropriated out of the Flood Prevention Fund of 1924, to pay Hill Cocke for Lot 4, Block 11, in Alamo Heights, (Olmos Basin Area).

2. Upon the delivery of a general warranty deed and a certificate of title guaranty into the City of San Antonio, approved by the City Attorney, the Auditor is directed to deliver the warrant in payment therefor to Hill Cocke, and the City Clerk shall file the deed with the County Clerk of Bexar County.

3. Taxes shall be pro rated as of the date of the delivery of the deed.

4. The City Engineer and the City Assessor are directed to change their records in accordance herewith.

5. Ordinance and Council Appropriation No. 293, dated September 12, 1946, entitled "AN ORDINANCE APPROPRIATING \$1,100.00 TO PAY EMMETT B. COCKE FOR PROPERTY IN OLMOS BASIN", is repealed hereby.

4. PASSED AND APPROVED this 24th day of October, A. D. 1946 .

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 399

AN ORDINANCE (4177)

APPROPRIATING \$937.50 OUT OF 1946 GENERAL FUND - RECREATION
DEPARTMENT, PAYABLE TO JUD PLUMBING & HEATING COMPANY, -
FINAL PAYMENT FOR THREE CHLORINATORS AND THREE AMMONIATORS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$937.50, be and the same is hereby appropriated out of the 1946 General Fund - Recreation Department, payable to Jud Plumbing & Heating Company final payment for three Chlorinators and three Ammoniators furnished and installed at Elmendorf, Concepcion and Central Swimming Pools, in accordance with contract and ordinance of July 5, 1945, and as per approved Engineer's Estimate No. 2 and final on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 400

AN ORDINANCE (4178)

APPROPRIATING \$180.91 OUT OF THE 1946 GENERAL FUND - SEWAGE PLANT DEPARTMENT, PAYABLE TO E. J. M. BERG, SUPT., FOR EXPENSES INCURRED ON TRIP TO TORONTO, CANADA DNA RETURN ON OFFICIAL CITY BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$180.91, be and the same is hereby appropriated out of the 1946 General Fund - Sewage Plant Department, payable to E. J. M. Berg, Superintendent, Sewage Plant, for expenses incurred on trip to Toronto, Canada on official city business, to attend meeting of the Federation of Sewage Works Association, as per itemized sworn statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 401

AN ORDINANCE (4179)

APPROPRIATING \$141.82 OUT OF THE 1946 GENERAL FUND, PAYABLE TO JOE RIDGEWAY FOR EXPENSES ON TRIP TO EL PASO, TEXARKANA, AND PARIS, TEXAS TO BRING GOVERNMENT LOANED TRUCKS TO SAN ANTONIO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$141.82, be and the same is hereby appropriated out of the 1946 General Fund - Rivers & Ditches Department payable to Joe Ridgeway, Foreman, to re-imburse amount expended for necessary expenses on trip to El Paso, Texarkana, and Paris, Texas, on Official City Business, to bring Government loaned trucks to San Antonio for flood repair work, as per itemized sworn statement of expenses on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4180)

MAKING A CONTRACT FOR A 1½ TON-FLAT BED TRUCK WITH RICHARE JACQUEZ

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor WITNESSETH:-
2. That the Contractor will supply to the City of San Antonio, Eight Hours, at the rate of \$8.50 per day of 8 hours.
3. That the Contractor shall, at his own expense, employ the driver and maintain the Truck in a good state of repair.
4. The Contractor will use the Truck for hauling Trash in the Parks & Plazas department of the City of San Antonio at the time and place directed by the Superintendent of the Parks & Plazas department of the City of San Antonio and will accomplish this work in a manner and by the method chosen by the Contractor.

5. The Contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio required all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED THIS 24th day of October, 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann
M A Y O R

ATTEST:

Frank W. Brady
City Clerk

9. ACCEPTED:

/s/ Richard Jacques
Contractor

No. 819 Rivas
Street

* * *

APPRO. NO. 402

AN ORDINANCE (4181)

APPROPRIATING \$899.15 OUT OF THE 1946 GENERAL FUND,
ENGINEERING DEPARTMENT TO PAY FRANK T. DROUGHT FOR
PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$899.15, be and the same is hereby appropriated out of the 1946 General Fund - Engineering Department to pay Frank T. Drought his first and final estimate for professional services in connection with making boundary survey of the newly annexed areas to the City of San Antonio.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4182)

MAKING A CONTRACT FOR A TRUCK WITH L. B. BASS.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-

2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.

4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and will accomplish this work in a manner and by the method chosen by the Contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction

between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 24th day of October 1946.

Gus B. Mauermaun

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

9. ACCEPTED:

/s/ L. B. Bass
Contractor

No. 518 E. Hart Av.
Truck Lic. # $\frac{N}{C}$ 9286

* * *

AN ORDINANCE (4183)

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF
THE CITY LIMITS, ON THE PETITION OF MR. & MRS. J. M. ROSCOE.

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

1. That the petition of Mr. & Mrs. J. M. Roscoe for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 523 HOT WELLS STREET, LOT 12, BLOCK 5, HOT WELLS WATER DISTRICT # 7, and no other person shall be permitted to use the said City sanitary sewers through the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinance of the City of San Antonio; said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the

plumbing and the use of said sewers.

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

PASSED AND APPROVED THIS 24th DAY OF OCTOBER, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

CITY CLERK

The foregoing permit and the conditions are accepted.

/s/ J. M. Roscoe
/s/ Mrs. J. M. Roscoe
Petitioner and licensee

* * *

AN ORDINANCE (4184)

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE
OF THE CITY LIMITS, ON THE PETITION OF RUBY MILES HARRELL.

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

1. That the petition of Ruby Miles Harrell, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 6910 So. Flores Street, LOT 117 thru 124, BLOCK C.B. 5741 (County) Waremore Estates, and no other person shall be permitted to use the said City sanitary sewers thru the connection hereby made.
5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use made of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed by the Ordinances of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the

plumbing and the use of said sewers.

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

PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

The foregoing permit and the conditions are accepted.

/s/ Ruby Miles Harrell
/s/ Joe E. Harrell
Petitioner and Licensee
/s/ R. T. Delph
Route #11, Box 385 S.A.

* * *

APPRO. NO. 403

AN ORDINANCE (4185)

APPROPRIATING \$98.37 OUT OF THE 1946 GENERAL FUND - POLICE DEPARTMENT, TO PAY P. L. ANDERSON, FIRE AND POLICE COMMISSIONER, FOR EXPENSES BY VARIOUS MEMBERS OF POLICE DEPARTMENT ON TRIPS ON OFFICIAL BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$98.37, be and the same is hereby appropriated out of the 1946 General Fund - Police Department - to reimburse P. L. Anderson, Fire and Police Commissioner, for expenses incurred on trips made from Sept. 4, 1946 to October 17, 1946 by various members of the Police Department of the City of San Antonio, Texas, on Official Business as per approved itemized sworn statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 404

AN ORDINANCE (4186)

MAKING A CONTRACT WITH THE UNITED STATES OF AMERICA THROUGH WAR ASSETS ADMINISTRATOR TO RENT FURNITURE TO POLICE AND FIRE DEPARTMENT; AND APPROPRIATING \$2.00.

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

1. That this ordinance makes a contract between the United States of America, acting by and through the War Assets Administrator, and the City of San Antonio, for rental of chairs and desks described in the attached agreement; which agreement is made a part hereof as the contract between the parties hereto for all intents and purposes.

2. \$1.00 is appropriated out of the 1946 General Fund - Police Department, and \$1.00 is appropriated out of the 1946 General Fund - Fire Department, payable to the United States of America - War Assets Administrator, to pay the rent specified in this contract for the period of October 16 to November 15 and from November 16 to December 15, 1946.

3. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

- - -

STATE OF TEXAS)

COUNTY OF BEXAR |

This agreement made by and between The United States of America acting herein by and through WAR ASSETS ADMINISTRATOR by H. B. STONE, ACTING ASSOCIATE REGIONAL DIRECTOR (hereinafter called "Government") and the CITY OF SAN ANTONIO, a municipal corporation domiciled in Bexar County, Texas, (hereinafter called the "City") acting herein by and through its duly authorized mayor and city clerk,

WITNESSETH:

WHEREAS, the Government is the owner of 150 Chairs, Student, with Tablet Arm, 30 Desks, Flat Top, Single, 30 Chairs, Swivel, with Side Arm and 30 Chairs, Side Arm, more particularly described as follows:

150 Chairs, student, with tablet arm (Stock No. 8600-197000), having seat 15" in depth from front to back, 17" wide, with three slatted book rack, 15" wide x 12" deep, 4½" from floor and with tablet arm 22½" long, some of such chairs being in natural oak stain finish, the remainder being in green stain finish.

30 Desks, flat top, single, wood, oak, quarter, AC Class 25A, Stock No. 8600-242890, manufactured by WMS Furniture Corporation, marked "Z"36-42 x 46 x 32", dimensions 42" long, 32" wide, 31½" high; also, desks, same dimensions, with a stained mahogany finish. Said desks have two drawers on right pedestal, top drawer 12" wide, 25½" long, 4½" deep; bottom drawer 12" wide, 25½" long, 10½" deep; one drawer on left 20½" wide, 25½" long, 2½" deep.

30 Chairs, swivel, with side arm (Stock No. 8600-197400), wood, dimension of seat 21" wide, 19½" front to back, height of seat above floor 17½" floor to top of back, 34½", width of back 16", arms 15" long, mounted on casters. Said chairs made by various manufacturers and in various finishes.

30 Chairs, side arm, wood (Stock No. 8600-196600), seat 20-¾" wide x 19" front to back, 18" from floor, height of chair from floor to top of back 34½", width of back 21½", depth of chair from front to back of side arm 19". Finished variously in natural oak stain and green stain, all of the above mentioned items being used, and

WHEREAS, the CITY OF SAN ANTONIO represents to the Government that it is engaged in a program of training Veterans of World War II as Cadets to become Firemen and Policemen in the Fire and Police Departments of the City of San Antonio, and that there is at the present time an existing shortage of both policemen and firemen in the City of San Antonio and an urgent need therefor, a need for which the immediate training of further personnel is necessary and cannot be delayed without impairment of the public safety, and the number of Veterans who have applied for said Cadet Training has exceeded the facilities of the classes, and the City of SAN ANTONIO has no other furniture of the type above described to make available to such classes, and the CITY OF SAN ANTONIO and its Fire and Police Department has not at this time funds available to purchase the needed equipment, and for said reason, a temporary emergency has arisen, and the CITY OF SAN ANTONIO has made an application to the WAR ASSETS ADMINISTRATOR to make such needed furniture available until December 15, 1946 for the benefit of said Veterans of World War II and in the public interest, under the terms of this lease agreement, and

WHEREAS, the CITY OF SAN ANTONIO has certified to the WAR ASSETS ADMINISTRATOR that the property is needed in the public interest, and that no funds are available for the purchase of said items, and the Government is willing to rent said furniture to the CITY to enable it to continue its educational program for the benefit of Veterans applying therefor and in the interest of the public safety of the CITY OF SAN ANTONIO in training such additional fire and police personnel.

NOW, THEREFORE, in consideration of the premises and the rents paid and to be paid to it and the further consideration of the special benefits arising out of the use of said property for the purposes certified to it by the CITY OF SAN ANTONIO, the Government as owner thereof, lets, leases and rents to the said CITY OF SAN ANTONIO, and the CITY leases and hires from the Government the above described personal property for a term ending the 15th day of December 1946, on the following terms and conditions, to-wit:

1. The title to said property shall remain in the Government, and the CITY, as lessee, shall mark each of said several pieces by good and sufficient plate or tag securely affixed thereto, showing that the same is the property of the United States, acquired by lease from WAR ASSETS ADMINISTRATION.

2. It is expressly understood and agreed by and between the Government and the City that the delivery to the City of the articles covered by this lease agreement are offered and accepted by the City without any representation of warranty of any kind whatsoever on the part of the Government, and the City will accept the property where it is and as it is, that it will pay the transportation charges and any and all other expenses involved in the pick up and return of the articles above described.

3. The City shall pay to the United States for the use of said furniture a rent of two dollars (\$2.00), payable monthly in advance at the rate of one dollar (\$1.00) for each month of said term, the sum of one dollar being paid on the execution hereof, the receipt of which is acknowledged, and the sum of one dollar to be paid on the 15th day of November 1946.

4. The City shall, during the said term, keep and maintain the said furniture in good state of condition and repair, reasonable wear and tear excepted, and shall at the determination of said term of hiring forthwith return the same to the Government as directed by the War Assets Administrator or his Agent, and shall pay to the Government compensation on the account of any of said articles which may be broken or damaged beyond the excepted reasonable wear and tear, and shall pay for such of them as may be lost, or for any reason not returned, at the rate of \$4.00 each for said Chairs, straight, with side arms, oak; \$2.55 each for said Tablet Arm Chairs; \$2.25 each for said Swivel chairs and \$13.00 each for said Desks, flat top, single.

5. The City shall, during the term of this agreement, keep said furniture insured against fire in the sum of \$600.00, in a company or companies to be approved by lessor, making the loss,

if any, payable to the United States of America, and shall deliver the policies and premium receipt to Regional Director, War Assets Administration, San Antonio, Texas.

6. The City shall not cause or suffer any of said articles of said furniture to be affixed to the premises in such manner that they may become fixtures. It is expressly agreed and understood that said property is and shall at all times remain personalty.

7. The City shall not remove the said furniture or any part thereof from the premises in said City of San Antonio, Bexar County, Texas, where said classes are conducted or suffer the same to go out of its possession except with the prior written consent of the War Assets Administrator.

8. It is expressly agreed and understood that the principal consideration for the execution of this instrument by lessor is the public interest to be served in making said furniture available in the carrying on of said educational program for the benefit of Veterans of World War II, and the City agrees that if, during the term provided herein, it should discontinue any class or classes for the benefit of Veterans in which said furniture, or any part of it, is used, or if it should acquire, through other Federal Agencies or aid, or otherwise, or from any other source or means, furniture to meet the emergency and needs referred to herein, or if said property should by other reason become surplus to said City in the conduct of said educational program for the benefit of Veterans of World War II, then, and in any such event, all of the property obtained hereunder so replaced or rendered surplus shall be forthwith returned to War Assets Administrator as directed by him, at the expense of the City, without adjustment for any prepaid rent, as though that were the final day provided herein of the term of this lease.

9. It is further agreed that if said CITY OF SAN ANTONIO breaches any of the stipulations herein contained or if any execution or other legal process shall be levied upon the said articles or any of them, the War Assets Administrator or the United States, through any of its lawful Agents shall be at liberty without notice to cancel and terminate this agreement.

10. Upon the determination of this agreement whether by lapse of time or by exercise of the rights of cancellation herein contained, the lessee shall forthwith return said property to the United States, as directed by War Assets Administration at the expense of said CITY OF SAN ANTONIO; and it is further agreed and understood that if said City should fail so to do, the owner of said property shall be at liberty to enter the premises where the same is located and remove and carry away the said articles, and for that purpose to do all things reasonably necessary for such removal without liability for any damage caused thereby and without prejudice to the rights of the owner in respect to any rents due under this agreement or for any damages for breach of contract.

11. This lease will not be assigned to anyone without the consent of the lessor.

12. This agreement is predicated and entered into in reliance upon each of the statements and representations contained in the Certificate executed by Gus Mauermann as Mayor, Frank Brady as City Clerk and Walter Tatch as City Auditor of said CITY OF SAN ANTONIO, a copy of which Certificate is attached hereto.

Executed at San Antonio, Texas, this 18th day of October, 1946.

THE UNITED STATES OF AMERICA

WAR ASSETS ADMINISTRATOR

By _____

H. B. STONE
Acting Associate Regional Director
San Antonio, Texas.

SITY OF SAN ANTONIO

By /s/ Gus B. Mauermann
GUS B. MAUERMANN
Mayor

ATTEST:

Frank W. Brady
FRANK BRADY, City Clerk

By /s/ Olive D. Hodson
Asst. City Clerk

* * *

APPRO. NO. 405

AN ORDINANCE (4187)

APPROPRIATING \$5,000.00 TO PAY JOHNSON & ROGERS FOR SERVICES
RENDERED IN LUCCHESE, ET AL. VS. MAUERMANN, ET AL.

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

1. That \$5,000.00 is appropriated out of the 1946 General Fund - Judgments & Suits, to pay Johnson & Rogers for services rendered and to be rendered as Special Counsel for the City of San Antonio in the case of Lucchese, et al. vs. Mauermann, et al., No. F-28,766, in the District Court of Bexar County, Texas, and on appeal, under contract created by an ordinance passed and approved on the 20th of November, A. D. 1945.

2. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady, City Clerk

* * *

M A Y O R

APPRO. NO. 406

AN ORDINANCE (4188)

APPROPRIATING \$136.20 OUT OF THE 1946 GENERAL FUND -
HOUSING STINSON FIELD DEPARTMENT FOR SPECIAL SERVICES
AND WANT ADS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$136.20, be and the same is hereby appropriated out of the 1946 General Fund - Housing Stinson Field Department payable on approved statements as follows:

H. H. Hill, for special services as Manager of Stinson Field Housing Project from Sept. 16th to 30th, 1946 inc.	\$ 125.00
Express Publishing Company for publication of two want ads for Housing Manager	11.20
	<hr/>
	\$ 136.20

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 407

AN ORDINANCE (4189)

APPROPRIATING \$33.65 OUT OF THE 1946 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 \$33.65, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to Dan Quill, Postmaster, for postage stamps, as per approved purchase orders on file in the City Auditor's Office, out of the following Dept.

Mayor's	\$ 10.65
Commissioner of Parks	10.00
La Villita	4.00
St. Maint. Dept.	9.00
	<hr/>
	\$ 33.65

PASSED AND APPROVED on the 24th. day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 408

AN ORDINANCE (4190)

APPROPRIATING \$10.04 OUT OF 1946 GENERAL FUND TO PAY
EXCHANGE ON SEPTEMBER 15TH, OCTOBER 1ST, OCTOBER 15TH, AND
NOV. 1ST, 1946 INTEREST MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10.04, be and the same is hereby appropriated out of 1946 General Fund - Exchange Dept., payable to National Bank of Commerce of San Antonio, Texas, to pay exchange on \$550.00 September 15th, \$5,800.00 October 1st, \$555.00 Octo 15th, and \$1,125.00 November 1st, 1946 interest coupon maturities.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 409

AN ORDINANCE (4191)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION
FOR SUPPLIES WITH NEVELOW BROTHERS, INC., 456 MAIN AVE., SAN
ANTONIO, TEXAS.
(Proposal date 10/2/46)

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 NEVELOW BROTHERS INC., 456 Main Ave., San Antonio, Texas,

2- An Appropriation is made hereby in the amount of \$777.60 from the 1946 General Fund, Auditorium Department, Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5- Accepting the attached proposal, insofar, as it relates to furnishing Rubber Matting in quantity and price as follows:

360 Running yards of Black Rubber Matting @ \$2.16 per running yards as per sample	\$777.60
---	----------

And appropriating the said sum of \$777.60 out of the 1946 General Fund, Auditorium Department, in payment of same;

PASSED AND APPROVED this 24 day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4192),

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND WILLIAMS AIRCRAFT.

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 Williams Aircraft, 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 October 1, 1946, and ending on March 31, 1947, 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 622 and north section of Buildings 623-647. Said structure located on ~~Sp~~ ^{Fin}son Field, San Antonio, Texas and is to be used for the operation of a flying school and service of aircraft.

4. The amount of the rent for this property is \$86 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 \$86 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services, except aircraft storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

8. If Lessee engages in flying training, an operation charge shall be paid as follows: \$35 for the 1st aircraft used; \$35 for the 2nd aircraft used; \$25 for the 3rd aircraft used; \$20 for the 4th aircraft used; \$15 for the 5th aircraft used; \$10 for the 6th aircraft used, and all others thereafter; monthly in advance of the operation.

9. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

10. 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 activity that might be a fire hazard only in those places designated. The City Fire Marshal shall have control of such designations.

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

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

14. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

15. 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.

16. 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.

17. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

18. That in case of default in any of the covenants, the Lessor may enforce the perfor-

mance 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.

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

20. PASSED AND APPROVED this 24th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

21. APPROVED AND ACCEPTED this day of A. D.

/s/ Williams Aircraft

By O. K. Williams
Owner

* * *

AN ORDINANCE (4193).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND G. F. ALLEN
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 G. F. Allen 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 September 1, 1946 and ending on February 28, 1947, 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 634. Said structure located on Stinson Field, San Antonio, Texas and is to be used for storage and sale of surplus aircraft parts.

4. The amount of the rent for this property is \$50 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 \$50 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services, except storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

6. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms 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 prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.

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

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

12. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

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

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

15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

16. That in case of default in any of the covenants, 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 of 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.

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

18. PASSED AND APPROVED this 24th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

19. APPROVED AND ACCEPTED this day of A.D. .

G. F. Allen Company
Lessee
/s/ Ira A. Lyons -
Co-Owner

* * *

AN ORDINANCE (4194).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND CARDINAL AVIATION.

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 Cardinal Aviation 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 October 1, 1946, and ending on March 31, 1947 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. 600 sq. ft. in southwest portion of Building 647 located on Stinson Field, San Antonio, Texas and to be used for sale of Aeronca Aircraft and accessories, and operation of a flying school.

4. The amount of the rent for this property is \$25 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 \$25 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services, except storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

8. If Lessee engages in flying training, an operation charge shall be paid as follows: \$35 for the 1st aircraft used; \$35 for the 2nd aircraft used; \$25 for the 3rd aircraft used; \$20 for the 4th aircraft used; \$15 for the 5th aircraft used; \$10 for the 6th aircraft used, and all others thereafter; monthly in advance of the operation.

9. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

10. 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 designation.

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

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

14. The Lessee agrees that he will take good care of the property and its appurtenances and ~~shall~~ not waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

15. 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.

16. 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.

17. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

18. That in case of default in any of the covenants, 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 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.

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

20. PASSED AND APPROVED this 24th day of October A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:F

Frank W. Brady

City Clerk

21. APPROVED AND ACCEPTED this day of A.D.

/s/ W. G. Craig, owner.
Cardinal Aviation
Lessee

* * *

AN ORDINANCE (4195).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND STINSON
FIELD AERONAUTICS.

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 Stinson Field Aeronautics 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 October 1, 1946 and ending on March 31, 1947, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Hangar 616 and Bldg. 617. Said structures are located on Stinson Field, San Antonio, Texas and are to be used for repair, sales, and service of aircraft and aircraft accessories.

4. The amount of the rent for this property is \$300 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 \$300 per month, each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services except aircraft storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

8. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

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

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

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

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

13. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

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

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

16. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

17. That in case of default in any of the covenants, 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. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 25th day of October A. D. 1946.

Gus P. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

200 APPROVED AND ACCEPTED this day of A. D.

/s/ Michael T. Miluck, President

Stinson Field Aeronautics
Lessee

* * *

AN ORDINANCE (4196).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND MARION P. HAIR.

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 Mr. Marion P. Hair, Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st of September 1946, and ending on the 28th of February 1947, the following described property situated in the County of Bexar and State of Texas, as follows, to-wit:

3. Hangar 604. Said structure located on Stinson Field, San Antonio, Texas, and to be used for storage and service of aircraft and student training.

4. The amount of the rent for this property is \$125 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 \$125 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 percent of the amount of all gross sales, except gasoline, and services, except sotrage, including aircraft sales and charter trips, made in the preceding month, on the 15th day of each month following the sale, during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

8. If Lessee engages in flying training, an operation charge shall be paid as follows: \$35 for the 1st aircraft used; \$35 for the 2nd aircraft used; \$25 for the 3rd aircraft used; \$20 for the 4th aircraft used; \$15 for the 5th aircraft used; \$10 for the 6th aircraft used, and all others thereafter; monthly in advance of the operation.

9. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

10. 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.

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

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

14. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

15. 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.

16. 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.

17. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

18. That in case of default in any of the covenants, 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.

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

20. PASSED AND APPROVED this 24th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady
City Clerk

M A Y O R

21. APPROVED AND ACCEPTED this day of A. D. 1946.

/s/ Marion P. Hair
MARION P. HAIR
Lessee

* * *

AN ORDINANCE (4197).

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

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

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

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on October 1, 1946, and ending on March 31, 1947, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Building 603. Said structure located on Stinson Field, San Antonio, Texas and is to be used for the operation of a flying school and sale of aircraft and aircraft accessories.

4. The amount of the rent for this property is \$50 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 \$50 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and service, except aircrafts storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

8. If Lessee engages in flying training, an operation charge shall be paid as follows: \$35 for the 1st aircraft used; \$35 for the 2nd aircraft used; \$25 for the 3rd aircraft used; \$20 for the 4th aircraft used; \$15 for the 5th aircraft used; \$10 for the 6th aircraft used, and all others thereafter; monthly in advance of the operation.

9. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washroom designated for the Lessee and his employees.

10. 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.

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

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

14. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

15. 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.

16. 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.

17. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

18. That in case of default in any of the covenants, 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.

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

20. PASSED AND APPROVED this 24th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

21. APPROVED AND ACCEPTED this day of A. D.

/s/ Allen M. Russell - Manager

San Antonio Air College
Lessee

* * *

AN ORDINANCE (4198)

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND ALAMO ROCKET
AIRCRAFT SALES 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 Alamo Rocket Aircraft Sales 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 consideration herein set out, for the term beginning on September 15,

1946, and ending on March 15, 1947, 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. North office and adjoining east office on second floor of Administration Building, for the purpose of aircraft sales. Said structure located on Stinson Field.

4. The amount of the rent for this property is \$40 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 per month, each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services, except aircraft storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

6. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms 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 prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.

10. The Lessee shall pay the telephone facilities on the leased premises by arrangement with representatives of these public utilities.

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

12. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

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

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

15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

16. That in case of default in any of the covenants, the Lessor may enforce the

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

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

18. PASSED AND APPROVED this 24th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

19. APPROVED AND ACCEPTED this day of A. D.

/s/ Arthur B. Crawford
Director of Sales

Alamo Rocket Aircraft Sales Co.
Lessee

* * *

AN ORDINANCE (4199)

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

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 September 1, 1946 and ending on February 28, 1947, 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 and is to be used for storage and sale of aircraft parts.

4. The amount of the rent for this property is \$40 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 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services, except storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

6. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and washrooms 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 prices charged for things sold shall at all times be reasonable and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.

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

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

12. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

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

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

15. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

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

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

18. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

19. APPROVED AND ACCEPTED this day of A. D.

/s/ R. H. Holland
R. H. Holland
Lessee

* * *

AN ORDINANCE (4200).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND THE GARNER
INSTRUMENT 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 the Garner Instrument Co., Lessee of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on the 1st of October 1946, and ending on the 31st of March 1947, 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. 1,440 square feet in Hanger 608 and 783 square feet in Hanger 607. Said structures located on Stinson Field, San Antonio, Texas, and to be used for aircraft instrument repair.

4. The amount of the rent for this property is \$93 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 \$93 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales and services made in the preceding month, on the 15th of each month following the sale, during the term of this lease.

6. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

7. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washroom 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 prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.

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

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

12. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

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

14. In the event of fire the Lessor may cause the damage to be repaired forthwith but

if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

15. The Lessee shall promptly execute and fulfill all the ordinances of the City Corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

16. That in case of default in any of the covenants, 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.

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

18. PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

CityClerk

19. APPROVED AND ACCEPTED this day of A. D. 1946.

/s/ G. L. Garner, Owner

Garner Instrument Company
Lessee

* * *

AN ORDINANCE (4201).

ACCEPTING THE OFFER OF HENRY LEE TAYLOR TO PURCHASE LOT 8, BK 4, CB 1035 AND LOT 20, BK 4, CB 3858 FOR THE SUM OF \$802.25 AND AUTHORIZING THE MAYOR TO EXECUTE QUIT-CLAIM DEED CONVEYING SAME.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that,

WHEREAS City of San Antonio purchased at Sheriff's Sale the hereinafter described parcels of land for benefit of itself and San Antonio Independent School District, State of Texas and Bexar County, such sale being made under Execution and Order of Sale issued on Judgment rendered in Cause No. C-11551 styled City of San Antonio et al vs. Norma Nagel et al in 37th Judicial District Court, Bexar County, Texas, for taxes owing City of San Antonio, San Antonio Independent School District, State of Texas and Bexar County, said Sheriff's Deed is dated October 1st, 1946 and was filed with the County Clerk of Bexar County, Texas, for record on October 5, 1946, the full amount of said Judgments with costs and recording fee aggregating the sum of \$802.25 and

WHEREAS Henry Lee Taylor has offered to pay to City of San Antonio the said sum of \$802.25 for quit-claim deed for said hereinafter described parcels of land subject to the right of redemption as is provided by law in cases of Sheriff's Sale of real estate for taxes; Therefore,

BE IT ORDAINED by the Commissioners of the City of San Antonio that said offer by Henry Lee Taylor be accepted and for and in consideration of the said sum of \$802.25 cash, the

Mayor, Honorable Gus B. Mauermann be and he is authorized and directed to execute in the name of and for City of San Antonio quit-claim deed conveying to Henry Lee Taylor all right, title and interest owned and held by City of San Antonio for benefit of itself and San Antonio Independent School District and State of Texas and Bexar County under said Sheriff's deed above mentioned and referred to, in and to Lot 8, Bk 4, CB 1035 and Lot 20, Bk 4, CB 3858 within the corporate limits of the City of San Antonio, Bexar County, Texas, said Quit-claim to be without warranty on part of City of San Antonio, and subject to the right of redemption provided by law in cases of Sheriff's Sale of real estate for taxes.

PASSED AND APPROVED on the 24th day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 410

AN ORDINANCE (4202)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT, WITH MARCHANT CALCULATING MACHINE CO., 314 TRAVIS BUILDING, SAN ANTONIO, TEXAS.
(Proposal date October 21, 1946)

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 MARCHANT CALCULATING MACHINE CO., 314 Travis Building, San Antonio, Texas

2- An Appropriation is made hereby in the amount of \$495.00 from the 1946 General Fund, Assessor's Dept., Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of the contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

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

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

5- Contract to furnish the Assessor's Department with one Marchant Fully Automatic 10-Bank Calculating Machine; Model ZCTIOM for the total sum of \$675.00 less trade in allowance as part payment for one used Marchant Electric Calculating Machine, Serial No. 7917849, Master No. 11089 for the sum of \$180.00, making a net total sum of \$495.00, and the sum of \$495.00, be, and the same is hereby appropriated out of the 1946 General Fund, Assessor's Department, in payment of same.

PASSED AND APPROVED this 24th day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 411

AN ORDINANCE (4203)

APPROPRIATING \$109,153.40 OUT OF THE 1946 GENERAL FUND, FOR
SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$109,153.40, be and the same is hereby appropriated out of the 1946 General Fund, for semi-monthly payrolls for the period ending October 31, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	18,079.54
TAXATION DEPARTMENT	4,992.50
SANITATION, PARKS & PUBLIC PROPERTY	14,069.90
STREETS & PUBLIC IMPROVEMENTS	9,275.33
FIRE & POLICE DEPARTMENTS	62,736.13
	<hr/>
	109,153.40

PASSED AND APPROVED on the 29th day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 412

AN ORDINANCE (4204)

APPROPRIATING \$1,765.00 OUT OF THE COMMERCE BUILDING
FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,765.00, be and the same is hereby appropriated out of the COMMERCE BUILDING FUND, for semi-monthly Health Department payroll for the period ending October 31, 1946, in the amount of \$1,765.00.

PASSED AND APPROVED on the 29th day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4205)

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND STINSON
FIELD AERONAUTICS.

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 Stinson Field Aeronautics, Lessee, of the County of Bexar and State of Texas.

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 November 1, 1946 and ending on April 30, 1947 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. 10,000 sq. ft. of outdoor area located adjacent to and southeast of Hangar 616 up to and including the concrete foundation adjacent to Building 622. Said area is located on Stinson Field, San Antonio, Texas and is to be used for servicing and parking of aircraft.

4. The amount of the rent for this property is \$50 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 \$50 per month for the term hereof, and in addition to the charges specified herein.

5. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise,

and they will use only the toilets and the washrooms designated for the Lessee and his employees.

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

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

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

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

10. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

11. 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 applicable to said premises; 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 premises during the said term of this lease, at his own expense.

14. That in case of default in any of the covenants, 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. In testimony whereof, the parties, have hereunto set their hands in duplicate.

16. PASSED AND APPROVED this 29th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

17. APPROVED AND ACCEPTED this day of A.D. 19 .

/s/ Michael T. Miluck
Stinson Field Aeronautics
Lessee

* * *

AN ORDINANCE (4206).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND AMMANN-
MITCHELL 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 Ammann-Mitchell 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 September 15, 1946, and ending on March 14th, 1947, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Hangar 614 and Building 615. Said structures located on Stinson Field, San Antonio, Texas and to be used for aircraft storage, sales, and service.

4. The amount of the rent for this property is \$184 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 \$184 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all retail gross sales, except gasoline; and services, except aircraft storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale, during the terms of this lease.

7. 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 each per month per aircraft; light twin engine aircraft \$50 each per month per aircraft; heavy twin engine aircraft, 15,000 pounds gross weight or over, \$75 each per month per aircraft, on the 15th day of each month following the operation.

8. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

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

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

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

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

Exhibit B.

13. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

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

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

16. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; 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 premises during the said term of this lease, at his own expense.

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

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

19. PASSED AND APPROVED this 29th day of October A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

20. APPROVED AND ACCEPTED this 14 day of Oct. A. D. 1946.

/s/ Jack Ammann
AMMANN-MITCHELL CO.
LESSEE

* * *

AN ORDINANCE (4207)

AUTHORIZING THE ISSUANCE OF \$1,750,000 INTERREGIONAL HIGHWAY BONDS, SERIES A-45; \$1,500,000 AIRPORT ADMINISTRATION BUILDING BONDS, SERIES B-45; \$2,000,000 STREET AND BRIDGE BONDS, SERIES C-45; \$300,000 GARBAGE DISPOSAL BONDS, SERIES E-45, AND \$150,000 FIRE STATION BONDS, SERIES U-45, OF THE CITY OF SAN ANTONIO, CONFIRMING THE SALE THEREOF, AND PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY PRINCIPAL OF AND INTEREST ON SAID BONDS.

1. WHEREAS at an election in all things duly and properly held in the City of San Antonio on September 25, 1945, a majority of the qualified electors of the City who own taxable property therein and who had duly rendered same for taxation, voting separately on each proposition, sustained the propositions to issue each of the issues of bonds hereinafter described; and

2. WHEREAS the Commissioners have examined into and investigated the legality of the proceedings for said election and have found that notice of said election was duly and legally

given, that said election was duly and legally held, that said election was conducted in strict conformity with the law, and that at said election each of the bond issues hereinafter more fully described was authorized by more than a majority of the votes cast thereon; and

3. WHEREAS it is now desired to proceed with the authorization and issuance of such bonds; NOW, THEREFORE:-

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

4. That pursuant to authority granted at the election referred to in the preamble hereto, and by virtue of the Constitution and Laws of the State of Texas, and the Charter of the City of San Antonio, there be issued the following negotiable coupon bonds of the City of San Antonio, for the following purposes:

- \$1,750,000 Interregional Highway Bonds, Series A-45, for the purpose of acquiring permanent public improvements for the city to consist of the acquisition of property for the right of way for the Interregional Highway and Freeway and access ways thereto, the establishment and opening of streets or boulevards, and the appurtenances thereof;
- \$1,500,000 Airport Administration Building Bonds, Series B-45, for the purpose of acquiring permanent public improvements for the city to consist of an Administration Building at the San Antonio Municipal Airport and the appurtenances, accessories and fixtures thereof and necessary additional runways, for the use of the city in the operation of said airport;
- \$2,000,000 Street and Bridge Bonds, Series C-45, for the purpose of acquiring permanent public improvements for the city to consist of building, grading, paving, curbing, improving and draining the streets and public ways in the city, and building bridges and culverts appurtenant thereto, and the accessories thereof, and the property necessary for said purpose;
- \$ 300,000 Garbage Disposal Bonds, Series E-45, for the purpose of acquiring permanent public improvements for the city to consist of one or more incinerators and appurtenances and equipment thereof and property therefor, and additions and improvements to the city's present incinerators;
- \$ 150,000 Fire Station Bonds, Series U-45, for the purpose of acquiring permanent public improvements for the city to consist of four buildings, appurtenances and accessories to house personnel and equipment, and property therefor, for the use of the city in the establishment and operation of the Fire Department.

5. That the bonds of each issue shall be dated November 1, 1946, shall be in the denomination of \$1,000 each, shall be numbered consecutively from 1 upward, shall bear interest until paid at the rates indicated in the following sections hereof, which interest shall be payable on May 1, 1947 and semi-annually thereafter on the first days of May and November of each year, and shall be payable as to both principal and interest in lawful money of the United States of America at the office of the City Treasurer in the City of San Antonio, or at the fiscal agency of the City of San Antonio in New York, New York.

6. That the Interregional Highway Bonds, Series A-45, shall mature serially in numerical order \$87,000 on November 1 of each of the years 1947 to 1956, inclusive, and \$88,000 on November 1 of each of the years 1957 to 1966, inclusive, and shall bear annual interest as follows: Bonds Nos. 1 to 522, inclusive, \$522,000.00, maturing 1946 to 1952, inclusive, bearing 2½ per cent interest; Nos. 523 to 783 inclusive, \$261,000.00, maturing 1953 to 1955 inclusive, bearing 2 per cent interest; Nos. 784 to 1398 inclusive, \$615,000.00, maturing 1956 to 1962 inclusive, bearing 1-3/4 per cent interest; and Nos. 1399 to 1750 inclusive, \$352,000.00, maturing 1963 to 1966 inclusive, bearing 2 per cent interest.

7. That the Airport Administration Building Bonds, Series B-45, shall mature serially in numerical order \$75,000 on November 1 of each of the years 1947 to 1966, inclusive, and shall bear annual interest as follows: Bonds Nos. 1 to 450 inclusive, \$450,000.00, maturing 1947 to 1952 inclusive, bearing 2½ per cent interest; Nos. 451 to 675 inclusive, \$225,000.00 maturing 1953 to 1955 inclusive, bearing 2 per cent interest; Nos. 676 to 1200 inclusive, \$525,000.00, maturing 1956 to 1962 inclusive, bearing 1-3/4 per cent interest; and Nos. 1201

to 1500 inclusive, \$300,000.00, maturing 1963 to 1966 inclusive, bearing 2 per cent interest.

8. That the Street and Bridge Bonds, Series C-45, shall mature serially in numerical order \$100,000 on November 1 of each of the years 1947 to 1966, inclusive, and shall bear annual interest as follows: Bonds Nos. 1 to 600 inclusive, \$600,000.00, maturing 1947 to 1952 inclusive, bearing 2½ per cent interest; Nos. 601 to 900 inclusive, \$300,000.00, maturing 1953 to 1955 inclusive, bearing 2 per cent interest; Nos. 901 to 1600 inclusive, \$700,000.00, maturing 1956 to 1962 inclusive, bearing 1-3/4 per cent interest; and Nos. 1601 to 2000 inclusive, \$400,000.00 maturing 1963 to 1966 inclusive, bearing 2 per cent interest.

9. That the Garbage Disposal Bonds, Series E-45, shall mature serially in numerical order \$15,000 on November 1 of each of the years 1947 to 1966, inclusive, and shall bear annual interest as follows: Bonds Nos. 1 to 90 inclusive, \$90,000.00, maturing 1947 to 1952 inclusive, bearing 2½ per cent interest; Nos. 91 to 135 inclusive, \$45,000.00, maturing 1953 to 1955 inclusive, bearing 2 per cent interest; Nos. 136 to 240 inclusive, \$105,000.00, maturing 1956 to 1962 inclusive, bearing 1-3/4 per cent interest; and Nos. 241 to 300 inclusive, \$60,000.00, maturing 1963 to 1966 inclusive, bearing 2 per cent interest.

10. That the Fire Station Bonds, Series U-45, shall mature serially in numerical order, \$8,000 on November 1 of each of the years 1947 to 1956, inclusive, and \$7,000 on November 1 of each of the years 1957 to 1966, inclusive, and shall bear annual interest as follows: Bonds No. 1 to 48 inclusive, \$48,000.00, maturing 1947 to 1952 inclusive, bearing 2½ per cent interest; Nos. 49 to 72 inclusive, \$24,000.00, maturing 1953 to 1955 inclusive, bearing 2 per cent interest; Nos. 73 to 122 inclusive, \$40,000.00, maturing 1956 to 1962 inclusive, bearing 1-3/4 per cent interest; and Nos. 123 to 150 inclusive, \$28,000.00, maturing 1963 to 1966 inclusive, bearing 2 per cent interest.

11. That each of the bonds shall be signed by the Mayor and countersigned by the City Clerk, and shall have the corporate seal of the City impressed thereon. Interest falling due on the bonds on and prior to the maturity thereof shall be represented by appropriate interest coupons to be attached to the bonds. Such coupons shall be signed by the facsimile signatures of the Mayor and City Clerk and said officials by the execution of said bonds shall be deemed to have adopted as their own proper signatures their facsimile signatures appearing on said coupons.

12. That the bonds, the coupons to be thereto attached and the endorsements to appear on the back thereof shall be in substantially the following form:

(Form of Bond)

" UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO.

_____ BOND, SERIES _____.

Number _____

\$1,000

The City of San Antonio, a lawfully created and existing municipal corporation in Bexar County, Texas, for value received hereby promises to pay to bearer on the first day of November, 19___, the principal sum of One Thousand Dollars and to pay interest thereon from date hereof at the rate of ___ per cent per annum, payable semi-annually on the first days of November and May of each year until payment of the principal amount hereof. Both principal of and interest on this bond are payable in lawful money of the United States of America at the office of the City Treasurer in San Antonio, Texas, or at the fiscal agency of the City of San Antonio in New York, New York. Interest falling due on and prior to maturity is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

This bond is one of a series of like date and amount, issued for the purpose of

(Here state purpose from paragraph 5 above)

pursuant to authority contained in the Constitution and Laws of the State of

Texas and the Charter of the City of San Antonio and to an Ordinance duly adopted by the Commissioners of the City of San Antonio, and recorded in the Minutes of the Commissioners. For the prompt payment of principal hereof and interest hereon as they respectively become due and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City of San Antonio are hereby irrevocably pledged.

It is hereby certified, recited and represented that the issuance of this bond and the series of which it is one is duly authorized by law and by vote of the qualified electors of the City who own property therein and who had duly rendered said property for taxation, voting at a special election held in said City on September 25, 1945; that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds and of this bond have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of taxes on all taxable property in the city has been made which, when collected, shall be appropriated exclusively to the payment of this series of bonds and the interest thereon as they become due, and that the total indebtedness of the City of San Antonio, including this series of bonds, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of San Antonio has caused this bond to be signed by its Mayor and countersigned by its City Clerk, and the corporate seal of said City to be impressed hereon, and has caused the coupons hereto attached to be executed with the facsimile signatures of said officials, all as of this first day of November, 1946.

(SEAL)

Mayor

Countersigned:

City Clerk "

(FORM OF COUPON)

"Number _____ \$ _____

On _____, 19____, the City of San Antonio, Texas, will pay to bearer at the office of the City Treasurer or at the option of the holder at the fiscal agency bank of the City of San Antonio in the City of New York, New York, the sum of \$ _____ in lawful money of the United States of America, being six months' interest due that day on its _____ Bond, Series _____, dated November 1, 1946, and numbered _____.

Mayor

Countersigned:

City Clerk "

(Form of Comptroller's Certificate)

"State of Texas)
Office of Comptroller) Register Number _____

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and Laws of the State of Texas, and that it is a valid and binding obligation of the said City of San Antonio, Texas, and said bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, this _____ day of _____, 1946.

Comptroller of Public Accounts,
State of Texas "

13. The Comptroller of Public Accounts of the State of Texas will deliver the bonds to the Mayor, the Treasurer or the Chief Deputy Treasurer of the City of San Antonio, when the Comptroller has registered the bonds.

14. That the sale of the bonds herein authorized to Phelps, Fenn & Company and Rauscher, Pierce & Company and Associates, at par and accrued interest to the date of delivery is hereby ratified and conformed. The bonds shall be prepared and executed as soon as may be after the adoption of this ordinance, and after approval by the Attorney General and registration by the State Comptroller shall be delivered by the City to said purchasers, upon payment in accordance

with the terms of sale. The proceeds of sale shall be deposited in a fund or funds separate and apart from all other city funds and the proceeds of the sale of each series shall be applied solely to the purpose for which the bonds of such series are herein authorized.

15. That for the purpose of paying principal of and interest on the bonds herein authorized promptly as each becomes due, a tax of 6.8828 cents for the Interregional Highway Bonds, Series A-45, 5.9194 cents for the Airport Administration Building Bonds, Series B-45, 7.8926 cents for the Street and Bridge Bonds, Series C-45, 1.1839 cents for the Garbage Disposal Bonds, Series E-45, and .6152 cents for the Fire Station Bonds, Series U-45, on each one hundred dollars valuation of all taxable property in the City of San Antonio, or such amount as may at all times be legally necessary, shall be annually levied on said property and annually assessed and collected, or so much thereof as shall be necessary or in addition thereto as may be required, until said bonds with interest thereon have been fully paid; and the said taxes totaling 22.4939 cents are here now levied for the current year, and so much thereof as shall be necessary or in addition thereto as may be required are hereby levied for each succeeding year while said bonds or any of them remain outstanding and the same shall be annually assessed and collected and applied to the purpose named.

16. That the Mayor of said City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General and shall take and have charge and control of the bonds herein authorized after their printing and pending their approval by the Attorney General and their registration by the Comptroller of Public Accounts.

PASSED AND APPROVED this 29th day of October, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann

M A Y O R

ATTEST:

/s/ Frank W. Brady

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4208).

MAKING A LEASE WITH THE ALAMO CITY BASEBALL COMPANY FOR THE USE OF CITY PROPERTY AS A PLACE FOR ATHLETIC EXHIBITIONS.

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

1. This ordinance makes and manifests a lease contract between the City of San Antonio, a municipal corporation, Lessor, and the Alamo City Baseball Company, a private Texas corporation, Lessee, both of the County of Bexar and State of Texas, in words and figures as follows,

WITNESSETH:-

2. That the Lessor does by these presents lease and demise unto the Lessee, and the Lessee takes the following described property, to-wit:

3. All that tract of land which is bounded on the south by the south line of the Rock Quarry Tract; on the east by a line which is perpendicular to the south line of the Rock Quarry, beginning at a point 1000 feet eastward from the east line of Stadium Drive and extending northward to an intersection with the southwest line of Alpine Drive; on the north-east by the southwest line of Alpine Drive and the southwest line of an unnamed street which connects Alpine Drive with Stadium Drive; and on the northwest by the southeast and east line of Stadium Drive; In the City of San Antonio, Bexar County, Texas.

4. For a period of 25 years from the 1st day of December, A. D. 1946 to the thirtieth day of November, A. D. 1971; to be used by the Lessee as a place for athletic exhibitions and purposes incidental thereto; paying therefor the sum of \$335,000.00, payable in semi-annual

installments of \$7850.00 each on the 1st day of December and the 1st day of June of each and every year for the first 5 years of this lease and semi-annual installments of \$6750.00 each on the 1st day of December and the 1st day of June of each and every year for the next 19 years of this lease, at the office of the License and Dues Collector of the City of San Antonio, in Bexar County, Texas, until the full amount of the rental has been paid.

5. That Lessee shall pay the rent as aforesaid as the same shall fall due and on the failure to pay any installment, the Lessor may, at its option, declare all of the unpaid installments due and payable.

6. The City of San Antonio will build a grandstand with a seating capacity of not less than 12,000 persons and prepare the playing field, at a cost of not more than \$300,000.00. The City of San Antonio will issue revenue bonds in the amount of \$200,000.00 payable in 25 years and the Lessee will contribute \$100,000.00 to pay the remainder of the cost at the time the construction contract is signed. The City will deposit the \$100,000.00 paid by the Lessee in the Revenue Bond Fund of the City and the aggregate of the two shall be used to pay the cost of the construction of this project.

7. The plans and specifications and the construction contract shall be approved by the Board of Commissioners of the City of San Antonio.

8. That the Lessee shall take good care of the property and its fixtures, and suffer no waste; and shall, at its own expense and costs, keep said premises in good repair; keep the plumbing work, closets, pipes and fixtures thereto in repair; and keep the water pipes and connections free from ice and obstructions, to the satisfaction of the municipal and police authorities, during the term of this lease, and at the end or other expiration of the term, shall deliver up the demised premises in good order and condition, natural wear and tear and damages by fire and the elements only excepted. That the Lessee shall pay the public utilities and the insurance premiums imposed on the hereby leased premises as the same shall become due, during the full term of this lease.

9. That no improvements or alterations shall be made in or to the hereby demised premises without the consent of the Lessor in writing. All improvements made by the Lessee to belong to the Lessor at the expiration of the term of this lease hereby granted, unless otherwise agreed upon in writing by the parties hereto.

10. That the Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises 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 premises during the said term of this lease, at its own expense.

11. That the Lessee shall not assign this agreement or sublet the premises, or any part thereof, or make any alterations in the building or premises, without the consent of the Lessor in writing; or occupy or permit or suffer the same to be occupied, for any business or purpose deemed extra hazardous on account of fire.

12. That the Lessee shall, in case of fire, give immediate notice to the Lessor, who shall thereupon cause the damage to be repaired forthwith; but if the premises be by the Lessor deemed so damaged as to be unfit for occupancy, or if the Lessor shall decide not to rebuild, the lease herein granted shall cease, and the rent be paid up to the time of the fire.

13. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant,

or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for the account of the Lessee, who shall make good any devidiency; 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.

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

15. This contract shall be accepted and binding upon the Lessee by the signature subscribed to this instrument.

16. PASSED AND APPROVED this 31st day of October A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

17. Subject to the condition that the City of San Antonio can build a grandstand of seating capacity of not less than 12,000 persons at a cost of not more than \$300,000.00, and the condition that the City can issue revenue bonds in the amount of \$200,000.00 payable in 25 years, the foregoing contract is accepted in all things by the undersigned, but if the conditions imposed upon the City of San Antonio cannot be performed, then this contract shall be null and void.

ALAMO CITY BASEBALL COMPANY

By

President.

ATTEST:

Secretary.

* * *

APPRO. NO. 413

AN ORDINANCE (4209)

TRANSFERRING \$10,000.00 FROM VASIOUS FUNDS TO THE 1946 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$10,000.00, be and the same is hereby ordered transferred to the 1946 General Fund - Taxes, Licenses, Fines, etc. Account from the following Funds:

Back Tax General Fund	\$ 5,000.00
1944 General Fund - Taxes, Licenses, Fines, etc. Account	1,000.00
1945 General Fund - Taxes, Licenses, Fines, etc. Account	4,000.00
	<hr/>
	\$10,000.00

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

* * *

APPRO. NO. 414

AN ORDINANCE (4210)

APPROPRIATING \$50,001.64 OUT OF THE 1946 GENERAL FUND TO
PAY TWO NOTES NOS. 39 AND 40 AND INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of the 1946 General Fund - Taxes, Licenses, Fines, Etc. Account, payable to the National Bank of Commerce, San Antonio, Texas to pay two Notes Nos. 39 and 40 of the 1946 General Fund Series, maturing on or before May 31, 1947; and that the sum of \$1.64, be and the same is hereby appropriated out of the 1946 General Fund - Interest Department, to pay Interest on 1946 General Fund Notes Nos. 39 and 40.

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 415

AN ORDINANCE (4211)

APPROPRIATING \$533.10 OUT OF THE 1946 GENERAL FUND TO
PAY INTEREST ON 1946 GENERAL FUND NOTES FOR OCTOBER 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$533.10, be and the same is hereby appropriated out of the 1946 General Fund - Interest Department, payable to the National Bank of Commerce of San Antonio, Texas, to pay interest for the month of October 1946, on 1946 General Fund Notes Nos. 39 to 65 inclusive.

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

* * *

APPRO. NO. 416

AN ORDINANCE (4212)

APPROPRIATING \$230.30 OUT OF THE 1946 GENERAL FUND TO PAY
FOR TELEPHONE SERVICES FOR THE MONTH OF OCTOBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$230.30, be and the same is hereby appropriated out of the 1946 General Fund - Various Department, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of October, 1946, for the following Departments.

Department of Public Affairs in General	\$ 34.35
Department of Sanitation, Parks & Public Property	\$ 93.85
Department of Streets and Public Improvements	\$ 9.90
Department of Fire and Police	\$ 92.20

\$230.30

PASSED AND APPROVED on the 31st. day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

AN ORDINANCE (4213)

GRANTING THE PETITION OF BAPTIST TEMPLE, FOR EXEMPTION FROM CITY TAXES FOR FISCAL YEAR 1946 AND YEARS SUBSEQUENT THERETO, ON WEST 10 FT. OF LOT 14 AND ALL OF LOT 15, NEW CITY BLOCK 7030, AT 915 HALLIDAY AVENUE, IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. That the property known as the West 10 feet of Lot 14, and all of Lot 15, New City Block 7030, at 915 Halliday Avenue, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character as residence of minister, and not subject to taxation, and the petition of Baptist Temple, dated April 10, 1946, attached hereto and made a part hereof, for exemption from City taxes upon said property for the fiscal year 1946 and years subsequent thereto, is hereby granted and said property is hereby exempted from taxation for the fiscal year 1946, beginning June 1, 1946, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for the purposes for which exempted, namely, residence of minister.

2. PASSED AND APPROVED this 31st day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *
P E T I T I O N

San Antonio, Texas Apr. 10 1946

To the Honorable Mayor and Commissioners
of the City of San Antonio, Texas.

The following described property was purchased and is owned by

The Baptist Temple, 901 Drexel Ave. San Antonio, Texas.
(Name of Organization)

The West 10' of Lot 14, and all of lot 15, NCB 7030, situated within the corporate limits of the City of San Antonio, Bexar Co. Texas, Recorded in Vol. 1625, Page 264, Deed Records, Bexar County, Texas.
(Description of Property)

915 Halliday Ave.
House No. & Street

July 23, 1945
Date of Purchase

Since July 23, 1945 this property has been used exclusively as a church parsonage, yields no revenue, and is owned exclusively and in fee by Baptist Temple.

Under the law this property is exempt from taxation and petitioner would respectfully ask that same be placed by the City Tax Assessor on the list of Exempt property, commencing with the first day of June 1946 and remain thereon as long as said property is used for the above purpose.

BAPTIST TEMPLE
Name of Organization
By /s/ C. A. Slimp
Chmn. Finance Committee
Title

Sworn to and subscribed before me this 11 day of April, 1946.

/s/ M. L. Roark
Notary Public, Bexar County, Texas.

Address of Signer:

C. A. Slimp

* * *

APPRO. NO. 417

AN ORDINANCE (4214)

APPROPRIATING \$1,563.00 OUT OF THE 1946 GENERAL FUND - GARBAGE
& SANITATION DEPT. TO PAY JORDAN MOTOR COMPANY FOR ONE 1946 FORD.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,563.00,

be and the same is hereby appropriated out of the 1946 General Fund - Garbage & Sanitation Department, payable to the Jordan Motor Company for one 1946 Ford, 158" 1½ Ton cab and chassis, motor No. 699T-1174311, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 31st. day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 418

AN ORDINANCE (4215)

APPROPRIATING \$100.00 OUT OF THE CITY OF SAN ANTONIO,
STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$100.00 be; and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs, as per City Engineer's letter of October 30, 1946, as follows:

Mose B. Milner	Refund	\$ 4.00
Cleveland Burns	"	8.65
Steve Eleby	"	11.40
Tena V. Butler	"	10.00
Julia C. Amaro	"	10.00
Truehart & Caldwell	"	20.00
City of San Antonio	Repairs	35.95
Total		\$100.00

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 419

AN ORDINANCE (4216)

AUTHORIZING THE PAYMENT AND APPROPRIATING THE SUM OF \$1,800.00 OUT OF THE EMERGENCY STREET & BRIDGE DEPARTMENT OF 1946 GENERAL FUND, FOR BRIDGE REPAIRS, PAYABLE TO J. D. DICKENS, 215 4th STREET, SAN ANTONIO, TEXAS;

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the payment be authorized for One carload of Bridge Lumber, 20,000 Board Feet, same having been authorized to be purchased as an Emergency Purchase by the City Council October 7th., 1946 and that the net total sum of \$1,800.00 be, and the same is hereby appropriated out of the 1946 General Fund, Emergency Street & Bridge Repair Department, in payment to J. D. Dickens, 215 4th., Street, San Antonio, Texas, in payment of same;

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 420

AN ORDINANCE (4217)

AUTHORIZING THE PAYMENT AND APPROPRIATING THE SUM OF \$2,432.88 OUT OF THE 1946 GENERAL FUND, STREET & BRIDGE REPAIR DEPARTMENT, FOR ONE CARLOAD OF BRIDGE LUMBER FOR BRIDGE REPAIRS, PAYABLE TO SIMS LUMBER CO., 2123 NORTH ALAMO STREET, SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the payment be authorized for one carload of bridge lumber, 27,032 board feet, same having been authorized to be

purchased as an emergency purchase by the City Council October 7th, 1946, and that the net sum of \$2,432.88 be, and the same is hereby appropriated out of the 1946 General Fund, Emergency Street & Bridge Repair Department, in payment to Sims Lumber Company, 2123 North Alamo Street, San Antonio, Texas, in payment of same.

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 421

AN ORDINANCE (4218)

APPROPRIATING \$236.00 OUT OF THE 1946 GENERAL FUND, POLICE DEPARTMENT, TO PAY ESPARZA'S PAINT & BODY WORKS FOR AUTOMOBILE REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$236.00, be and the same is hereby appropriated out of the 1946 General Fund, Police Department, to pay Esparza's Paint & Body Works for automobile repairs, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

APPRO. NO. 422

AN ORDINANCE (4219)

APPROPRIATING \$13,287.80 OUT OF THE POLICE & FIREMENS' PENSION FUND, FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$13,287.80, be and the same is hereby appropriated out of the POLICE & FIREMENS' PENSION FUND, for payrolls for the period ending October 31, 1946, in the amount of \$13,287.80.

PASSED AND APPROVED on the 31st day of OCTOBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

* * *

AN ORDINANCE (4220)

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS, ON THE PETITION OF B. H. McCABE.

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

1. That the petition of B. H. McCabe, for a license to use the sanitary sewerage system of the City of San Antonio is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is temporary and the City reserves the right to revoke same at any time, with or without notice.
3. The house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the ordinances of the City of San Antonio.
4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at NUMBER 1731 La Manda STREET, LOT 18 & 19, BLOCK 200, Frieling Addition, Los Angeles Heights (No water Dist. number) and no other person shall

permitted to use the said City sanitary sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
6. That the use of said sewer connection shall be subject to the regulation of the City, and no use shall be made which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer whose judgment shall be conclusive.
7. That in consideration of the permit hereby granted and the service to be rendered, the said Licensee agrees to pay the City of San Antonio at the office of the License and Dues Collector, in San Antonio, Bexar County, as a rental charge, the schedule of fees fixed, and to be fixed, by the Ordinance of the City of San Antonio; said rental commencing on the date of connection made with the City sanitary sewers; but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The City of San Antonio is given a lien on the real estate described herein to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage system when the City terminates this permit.
8. That the Inspectors of the City shall have free access to the Licensee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.
9. The City of San Antonio shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the Consideration of this permit.

PASSED AND APPROVED THIS 31st DAY OF OCTOBER, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

CITY CLERK

The foregoing permit and the conditions are accepted.

/s/ B. H. McCabe
/s/ Alice McCabe
Petitioner and Licensee

* * *

AN ORDINANCE (4221).

AMENDING AN ORDINANCE ENTITLED "PROVIDING FOR THE SAFE GUARDING OF LIFE AND PROPERTY BY REGULATING AND PROVIDING FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT, PROVIDING THE MANNER AND WAY IN WHICH ELECTRICAL WORK SHALL BE DONE, THE KIND AND CLASS OF MATERIAL TO BE USED IN SUCH WORK, THE INSPECTION OF ELECTRICAL WORK, SCALE OF FEES FOR SUCH INSPECTION, CREATING THE OFFICE OF ELECTRICAL INSPECTOR, CREATING AN EXAMINING AND SUPERVISING BOARD, PROVIDING FOR THE GRANTING OF LICENSES TO INSTALL, MAINTAIN AND SELL ELECTRIC WIRING, DEVICES AND EQUIPMENT, TO PREVENT INCOMPETENT PERSONS, FIRMS OR CORPORATIONS FROM INSTALLING, MAINTAINING AND SELLING ELECTRIC WIRING, DEVICES AND EQUIPMENT, DEFINING TERMS USED IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT AND PERSONS ENGAGED IN SUCH WORK, FIXING A PENALTY FOR THE VIOLATIONS THEREOF, AND PROVIDING FOR THE GIVING OF A BOND AND THE COLLECTION OF PENALTIES UNDER SAID BOND FOR VIOLATIONS OF THIS ORDINANCE, AND REPEALING ALL FORMER ORDINANCES RELATING THERETO AND IN CONFLICT WITH SAID ORDINANCES", PASSED AND APPROVED NOVEMBER 5, 1936, AS AMENDED.

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

1. That the Electrical Ordinance entitled "PROVIDING FOR THE SAFE GUARDING OF LIFE AND PROPERTY BY REGULATING AND PROVIDING FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT, PROVIDING THE MANNER AND WAY IN WHICH ELECTRICAL WORK SHALL BE DONE,

THE KIND AND CLASS OF MATERIAL TO BE USED IN SUCH WORK, THE INSPECTION OF ELECTRICAL WORK, SCALE OF FEES FOR SUCH INSPECTION, CREATING THE OFFICE OF ELECTRICAL INSPECTOR, CREATING AN EXAMINING AND SUPERVISING BOARD, PROVIDING FOR THE GRANTING OF LICENSES TO INSTALL, MAINTAIN AND SELL ELECTRIC WIRING, DEVICES AND EQUIPMENT, TO PREVENT INCOMPETENT PERSONS, FIRMS OR CORPORATIONS FROM INSTALLING, MAINTAINING AND SELLING ELECTRIC WIRING, DEVICES AND EQUIPMENT, DEFINING TERMS USED IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT AND PERSONS ENGAGED IN SUCH WORK, FIXING A PENALTY FOR THE VIOLATION THEREOF, AND PROVIDING FOR THE GIVING OF A BOND AND THE COLLECTION OF PENALTIES UNDER SAID BOND FOR VIOLATIONS OF THIS ORDINANCE, AND REPEALING ALL FORMER ORDINANCES RELATING THERETO AND IN CONFLICT WITH SAID ORDINANCES, PASSED AND APPROVED ON NOVEMBER 5, A. D. 1936, be and the same as later amended, and where such amendments are still in effect. The same is hereby amended so that there shall be a revision and an addition to the said Electrical Ordinance. The revision shall revise Part I, Sections 14, 15, 16, 17, 52, 55, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, and 71. The addition of the following Sections shall be incorporated under Part I: 14 (b), 14 (c), 14 (d), 14 (e), 14 (f), 14 (g), 14 (h), 14 (i), 14 (j), 14 (k), 14 (l), 14 (m), 14 (n), 14 (o); 51 (a), 51 (b), 51 (c), 51 (d), 51 (e), 51 (f), 68 (a), 71 (a), 71 (b), 71 (c), 71 (d), 71 (e), 71 (f), 71 (g), 71 (h), 71 (i), 71 (j), 71 (k), 71 (l), 71 (m), 71 (n), 71 (o), 71 (p), and 72. The revision shall also revise Part VII, Sections 193 and 194.

PART I - EXAMINING AND SUPERVISING BOARD:

14. There is hereby created a Board to be known as the Examining and Supervising Board; which Board shall consist of the Electrical Inspector, who shall be ex-officio chairman of said Board, and eight other members to be appointed by the Mayor.

14 (a) The present Executive and Supervising Board of Electricians shall be expanded to the following personnel quota:

- 2 Registered Professional Electrical Engineers.
- 3 Licensed and Bonded Master Electricians.
- 3 Licensed Journeymen Electricians.
- 1 The Chief Electrical Inspector (Ex-officio Chairman)

14 (b) Five members shall constitute a quorum, except on charges or trials as noted hereinafter. Any member who fails to attend two or more consecutive meetings may be removed from the Board unless formally excused by action of the remaining Board members.

14 (c) Any member of the Board found guilty of violation of the Electrical Ordinance of San Antonio shall be removed from the Board.

14 (d) Where charges are preferred against a member of the Board such member shall not sit as a "member of the Board" during the hearing of the case.

14 (e) Any Board member who refused to perform his duties as a Board Member or refuses to cast his vote on any proper question put before the Board shall be removed from the Board.

14 (f) Each Board Member shall swear or affirm that he will faithfully perform his duty as a Board Member and shall receive a Certificate as Board member, but said certificate may be revoked for cause.

14 (g) This Board shall in addition to its duties as an Examining and Supervising Board also act as an Advisory and Consulting Board to the Electrical Inspector and shall by majority action recommend or order the Electrical Inspector to take such specific action as the Board may direct. Except: The "Board" shall not order, nor shall the Electrical Inspector carry out any recommendation or order that is in conflict with, or that is lower than the stated rule or an "official interpretation" of the 1946 National Electrical Code, or the 1936 Electrical Ordinance.

14 (h) This Board may recommend to the City Council that certain sections of the Electrical Ordinance be amended or revised, provided that no recommendation is to be made that would set

forth in the 1946 National Electrical Code.

14 (i) Any action involving the hearing of charges against, or trial of any person with the consideration of suspending, cancelling or revoking a license, or a recommendation to the City Council toward removing any person from office shall be heard only before a full Board with all members present and voting. Except that if charges are filed against the Electrical Inspector he shall be heard, but he shall not vote on the decision.

14 (j) The meetings of the Board shall be conducted in conformity with Parliamentary Rules (Robert's Rules of Order) unless otherwise specified herein.

14 (k) The Board shall meet twice a month, or more if specially called by the Chairman or the Electrical Inspector, and shall be notified by mail previous to each meeting. One meeting shall be devoted to hearing of applications, charges, interpretations and general business as may be brought before the Board.

14 (l) The second meeting shall be devoted to giving an examination to applicants who have been acted on at the previous meeting.

14 (m) No applicant for Master Electrician or Journeyman Electrician will be examined unless such applicant has had not less than four years experience at the electrical trade and who has the following attributes: mental capacity, ability to read and write English; physical ability; hand skill and training to properly supervise or to execute the work required under the grade of License which is applied for.

14 (n) NOTE: Present Board is for "Compliance". It should cover Performance and Completion and should be liable for suit by the Public.

14 (o) Any action of the Board may be appealed from by action in proper Civil Court.

15. Three members to be Master Electricians who are the holders of Master Electrician's licenses.

16. Three members to be Journeymen wiremen.

17. Two members to be registered electrical engineers.

51 (a) PERMITS: Deposit for charge permits - The holder of a Master Electrician's License may in lieu of making out applications and applying in person at the Electrical Inspector's office for taking out permits: deposit \$100.00 with the License and Dues Collector of the City of San Antonio and mail applications to the Electrical Inspector who will then issue the permit and deliver same to the License and Dues Collector, who will charge the amount of the permit fee against the deposit of the Master Electrician making the application, and will then mail the original copy of the Permit to the Master Electrician on Saturday a.m. each week.

51 (b) When the charges against the deposit of the Master Electrician have decreased the "balance" to \$25.00 then the Master Electrician will deposit an amount necessary to bring the total to \$100.00 or more.

51 (c) Should the Master Electrician fail to bring the deposit up to the required amount when notified to do so, then no further permit will be charged beyond the amount remaining in deposit.

51 (d) The quad copy of the permit will be retained by the Electrical Inspector and same will be taken by the Inspector to the job and fastened to the Building, signing and dating same at the time of attachment and signing and dating same at each inspection call. Quad copy of permit to be in indelible ink or pencil.

51 (e) It shall be unlawful for any person other than the Electrical Inspector to remove said permit from where posted, or to mark or deface permit in any way. The permit shall remain where posted until the completion of the work specified on the permit.

51 (f) Emergency work: On emergency calls for work to be done where call is received by Master Electrician's shop after 12:00 noon the Master Electrician shall call the Electrical

Inspector and give the address and nature of work to be done and the Electrical Inspector shall issue a "Hold" permit, giving the Master Electrician a permit number so that the Master Electrician or Journeyman Electrician may proceed with the work. The Contractor M. E. shall turn in a written application and pick up the Hold permit by not later than 10:00 a. m. the following day. Failure of the Master Electrician to pick up the Hold permit as herein required will cause the Electrical Inspector to stop the work and file charges against the Master Electrician and the Journeyman Electrician doing the work.

52. Application for such permit, describing the work to be done, stating the location of the work, whether the work will consist of a new installation or addition to, or alteration of an old installation, and the name of the owner or occupant, shall be made in writing or in conformity with Section 51 through 51 (f) inclusive, to the Electrical Inspector by the person, firm or corporation installing the work, and permit when issued, shall be to such applicant. The person, firm or corporation making application for such permit shall state in the application the sizes of conductors to be used in or upon any building for all services, mains, feeders, and sub-feeders, the areas to be served by such conductors, also showing the basis used in computing the required sizes of such conductors, and shall when required by the Electrical Inspector, file with him complete plans and specifications for the installation necessary to determine whether the installation as described will be in conformity with the requirements of this ordinance.

55. Permits shall be required in accordance with Section 68 for the installation of electric wiring devices or equipment installed for or by a public utility corporation operating under a franchise from the City of San Antonio, Texas, to transmit and sell electrical energy, provided such wiring devices or equipment are for the use of said corporation in its operation as a public utility as provided for in its franchise.

59 FEES FOR PERMITS & INSPECTION: Before any permit is granted for the installation or alteration of electric wiring, devices or equipment, and before any work is begun, the person, firm or corporation making application except in such manner as provided in Section 51 through 51 (f) inclusive, for such permit shall pay to the City of San Antonio, Texas, a fee in such amount as specified below.

60. MINIMUM FEE	EACH	\$1.00
61. OUTLETS, For the first 10	each	.25
All over 10	each	.15
62. MOTORS, Up to and including 2 h. p.	each	1.00
Over 2 h. p. and including 5. h. p.	each	1.50
Over 5 h.p. and including 20 h.p.	each	2.00
Over 20 h.p and including 40 h.p.	each	3.00
Over 40 h.p. and including 75 h.p.	each	5.00
Over 75 h.p. and including 100 h.p.	each	7.50
Over 100	each	10.00

NOTE: These fees include all switches and controllers, resistors, reactors, grids, and circuit breakers or fuses included in the motor installation beyond the branch circuit device.

63. EXHAUST FANS, 24 inches or less	each	1.00
EXHAUST FANS, over 24 inches (Motor fees apply if over 5 h.p.)	each	1.50
CEILING FANS	each	.50
ATTIC FANS, (Motor fees apply if over 5 h.p.)	each	1.50
BLOWER FANS (Motor fees apply if over 5 h.p.)	each	1.50
FURNACE FANS and wiring	each	1.50
OIL BURNERS (Wiring Motor and Controls)	each	1.50
64. SIGNS, Incandescent \$1.00 plus .10 for each socket.		
SIGNS, Neon .. \$1.00 plus \$1.50 for each transformer.		
SIGNS, Outline Tubing \$1.00 plus \$1.50 for each transformer.		

SIGNS: Decorative Display, \$1.00 plus \$1.50 for each transformer.		
SIGNS CIRCUIT CONNECTORS (by M. E.)	each	1.00
SIGNS Festoon lighting over streets, in parks, carnivals, on buildings, playgrounds, etc., (Incandescent and Neon) each job		
		1.00
NOTE: Incandescent . . \$1.00 plus .10 per socket		
Neon		1.00
plus \$1.50 per transformer		
65 FIXTURES, Incandescent, the first	each	.50
FIXTURES, All over the first	each	.25
FIXTURES, Fluorescent (Commercial or Industrial or Offices)	each	.50
FIXTURES, Mercury Vapor or Sodium	each	1.00
FIXTURES, Neon \$1.00 each plus \$1.50 for transformer		
NOTE: Any type of lamp holder is considered a fixture.		
66. TRANSFORMERS, Light and/or Power		
Up to and including 2 KVA	each	1.00
Over 2 and including 5 KVA	each	1.50
Over 5 and including 20 KVA	each	2.00
Over 20 and including 40 KVA	each	3.00
Over 40 and including 75 KVA	each	5.00
Over 75 and including 100 KVA	each	7.50
Over 100		10.00
TRANSFORMERS, Bell	each	.50
TRANSFORMERS, auto	each	1.00
TRANSFORMERS, Neon \$1.00 each plus \$1.50 transformer.		
67. ELECTRIC WATER HEATERS	each	1.00
68 SERVICE DROPS (overhead to building)	each	1.00
LINE POLES AND CONDUCTORS	each	1.00
MAN HOLES AND EQUIPMENT	each	2.50
SERVICE FEEDERS (street man holes to building)	each	1.00
UNDERGROUND WORK, in trench or tunnel, junction to junction, manhole to manhole, source to terminal, applies to any approved method of underground wiring		
		1.50
NOTE: The above work when installed by the City Public Service Board shall be governed by the above stated fees, and shall be paid by the City Public Service Board to the City Electrical Inspection Department.		
68 (a) SERVICE DROPS (overhead to building)	each	1.00
LINE POLES AND CONDUCTORS	each	1.00
MAN HOLES AND EQUIPMENT	each	2.50
SERVICE FEEDERS (street man holes to building)	each	1.00
UNDERGROUND WORK, in trench or tunnel, junction to junction, manhole to manhole, source to terminal, applies to any approved method of underground wiring		
		1.50
NOTE: The above work when installed by an Electrical Contractor, shall be governed by the stated fees, and shall be paid by the Electrical Contractor to the City Electrical Inspection Department.		
69 METER LOOP Temporary Construction	each	1.00
Rated 0-60	each	1.00
Rated 61-200	each	2.00
Rated 201-400	each	3.00
Rated 401-600	each	4.00
Over 600 -	each	6.00
NOTE: These fees are in addition to all other fees, but includes the service entrance conductors and conduit, meter can and main switch and ground. "Each meter and main switch or main breaker" is a meter loop.		
70. REINSPECTION, which is required due to "faulty work", or "wrong address", or when work has <u>not</u> been completed at the time the Master Electrician or Master Sign Electrician calls for final inspection	each	1.00
71 SAFETY SWITCHES, OR CIRCUIT BREAKERS, 30 ampere and up	each	.50

NOTE: (a) The above fee applies when work is in addition to an existing or remodeling job.

(b) Fee does not apply when included in Meter Loop or as a part of a new motor circuit, or as a part of a new installation job.

71 (a) ELECTRIC RANGE
(Switch, fuses, circuit, disconnect, range) each 2.50

71 (b) REPAIR WORK - RESIDENTIAL: Minor repairs no fee

NOTE: On remodeling or added work, the regular schedule of fees will apply.

Definition of "Minor Repairs" - Replacing of fuses, light globes, or fluorescent or neon tubes, replacing of defective receptacles, switches, cords or minor parts of existing equipment already installed under a previous permit. This also applies to the taking out and replacing of damaged motors.

"Minor Repair" does not apply to remodeling, revamping or alteration of wiring or to the installing of any added wiring apparatus or equipment; in which case the schedule of fees will apply.

Repairs requiring more than 4 hours are not considered "Minor Repairs".

71 (c) COMMERCIAL: Minor Repairs no fee

NOTE: On remodeling or added work, the regular schedule of fees will apply.

Definition of "Minor Repairs" - Replacing of fuses, light globes, or fluorescent or neon tubes, replacing of defective receptacles, switches, cords or minor parts of existing equipment already installed under a previous permit. This also applies to the taking out and replacing of damaged motors.

"Minor Repairs" does not apply to remodeling, revamping or alteration of wiring, or to the installing of any added wiring apparatus or equipment; in which case, the regular schedule of fees will apply.

Repairs requiring more than 8 hours are not considered Minor Repairs.

Repair permit valid for 15 days each 2.50

71 (d) INDUSTRIAL: Minor Repairs no fee

NOTE: On remodeling or added work the regular schedule of fees will apply.

Definition of "Minor Repairs" - Replacing of fuses, light globes, or fluorescent or neon tubes, replacing of defective receptacles, switches, cords or minor parts of existing equipment already installed under a previous permit. This also applies to the taking out and replacing of damaged motors.

"Minor Repair" does not apply to remodeling, revamping or alteration of wiring or to the installing of any added wiring apparatus or equipment; in which case the regular schedule of fees will apply. Repairs requiring more than 8 hours are not considered Minor Repairs.

NOTE: Repair permit valid for 15 days each 5.00

71 (e) CAPACITORS, per unit each 1.50

NOTE: This fee is not to apply when a capacitor is an integral part of a motor.

71 (f) RESISTORS AND REACTOR ASSEMBLIES each 2.50

71 (g) SWITCH BOARDS (Feeder Distribution)
First 4 sub-feeder switches or breakers assembly each 2.50
For each added sub-feeder switch or breaker each 1.00

71 (h) PANEL BOARDS Up to and including 24 circuits each 1.00
Over 24 circuits each 2.00

71 (i) MAIN FEEDERS to feeder distribution each 1.00

71 (j) SUB-FEEDERS, to panel boards each 1.00

NOTE: The above fees are to be charged when the above items are added to an original completed job. No charge is to be made when the above items are installed as a part of an original wiring job.

71 (k)	APPLIANCE OUTLETS, Other than Ranges or Water Heaters	each	.50
71 (l)	STORAGE BATTERY ROOMS, over 32 Volts		1.00
71 (m)	MOTOR GENERATORS, Motor fees plus	each	1.00
71 (n)	PAINT SPRAY BOOTH	each	1 .50

NOTE: In addition to other regular fees which apply.

This is a charge for survey, layout supervising, etc., where required on old or new installations, but will not apply when job is an addition to work which has already been installed under an original permit and which is in compliance with National Electrical Code Rules.

This covers occupancies and work governed by Articles 500-510-520-540, etc., National Electrical Code.

Definition: A wiring "job" includes all new work done which is supplied through one set of Service Entrance Conductors and may be metered with one or more than one Electric Meter. Each job requires a separate permit.

71 (o)	ANY CLASS 1-2-3-4, of Article, 500, 1946 National Electrical Code	e	
		each	5.00

NOTE: In addition to other regular fees which apply.

This is a charge for survey, layout supervising, etc., where required on old or new installations, but will not apply when job is an addition to work which has already been installed under an original permit and which is in compliance with National Electrical Code Rules.

This covers occupancies and work which are governed by Articles 500-510-520-540, etc. National Electrical Code.

Definition: A wiring "job" includes all new work done which is supplied through one set of Service Entrance Conductors and may be metered with one or more than one Electric Meter. Each job requires a separate permit.

71 (p)	MOTION PICTURE OR THEATRE INCLUDING BOOTH	each	5.00
--------	---	------	------

NOTE: In addition to other regular fees which apply.

This is a charge for survey, layout supervising, etc., where required on old or new installations, but will not apply when job is an addition to work which has already been installed under an original permit and which is in compliance with National Electrical Code Rules.

This covers occupancies and work which are governed by Articles 500-510-520-540, etc., National Electrical Code.

Definition: A wiring "job" includes all new work done which is supplied through one set of Service Entrance Conductors and may be metered with one or more than one Electric Meter. Each job requires a separate permit.

72.	EXTENSION OF TIME OVER ORIGINAL 90 DAY PERMIT	each	1.00
-----	---	------	------

NOTE: Permits to be valid only for work started within 90 days of date of the permit.

PART VII DEFINITIONS:

193. MASTER ELECTRICIAN shall mean any person who holds himself out to do electrical work or to contract to do any or all kinds of electrical work mentioned in this ordinance; a person who himself or by the employment of Journeyman Electricians, and Apprentices performs the work of installing wires, conduits, apparatus, fixtures, or other appliances for carrying or using electricity for light, heat, or other purposes, whether he contracts to do the work himself or through others, and who has had not less than four years experience at the electrical business.

194. MASTER SIGN ELECTRICIAN is a person who holds himself out to the public to contract for

himself or through others to manufacture, install, connect, reconnect, or service electric signs of whatever description and who had had not less than four years experience at the electrical business.

2. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this the 31st day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady
City Clerk

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Before me, the undersigned authority, on this day personally appeared Mrs. F. E. Miskimin, who being by me duly sworn, says on oath that she is one of the publishers of the COMMERCIAL RECORDER, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the "AN ORDINANCE " hereto attached has been published in every issue of said newspaper on the following days, to-wit: November 6, 7, 8, 12, 13, 14, 15, 18, 19, 20, 1946.

/s/ Mrs. F. E. Miskimin

Sworn to and subscribed before me this November 20, 1946.

/s/ Richard H. Dullnig
Notary Public, Bexar County, Texas

* * *

APPRO. NO. 423

AN ORDINANCE (4222)

APPROPRIATING \$798.75 IN SETTLEMENT OF TAXES AND COSTS IN SALE OF LOT 8 BK 4, CB 1035 AND LOT 20, BK 4, CB 3858 TO HENRY LEE TAYLOR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that,

The sum of \$798.75 be and the same is appropriated out of the 1946 General Fund, Judgments and Suits Account in settlement of taxes and costs in sale of Lot 8, Bk 4, CB 1035 and Lot 20, Bk 4, CN 3858 to Henry Lee Taylor, said lots having been purchased by City of San Antonio for benefit of City of San Antonio, San Antonio Independent School District, State of Texas and Bexar County at Sheriff's Sale under Execution on Judgment for taxes in 37th District Court in Cause C-11551, and that said sum so appropriated be disbursed and paid out as follows, to-wit:

To Hart McCormick, District Clerk the sum of for Court Costs in Cause C-11551	\$ 6.00
To P. E. Dickison, Assessor-Collector the sum of being amount of Judgment recovered by State of Texas and Bexar County for taxes in said cause No. C-11551 on said above described parcels of land in the sum of \$207.16 plus \$1.95 interest	209.11
To City Tax Collector of San Antonio the sum of being amount of Judgment recovered by City of San Antonio and S. A. Independent School District for taxes in said cause No. C-11551 on said above described parcels of land in the sum of \$556.80 plus \$5.19 interest.	561.99
To Owen W. Kilday, Sheriff in the sum of for Pub. fees \$19.90 plus Notary fee \$.50	20.40
To M. L. Roark recording Sheriff's deed	1.25
	\$798.75

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPROL NO. 424

AN ORDINANCE (4223)

APPROPRIATING \$19.75 OUT OF THE 1946 GENERAL FUND - VARIOUS DEPARTMENTS TO REIMBURSE FRANK W. BRADY, CITY CLERK, AMOUNTS PAID TO COUNTY CLERK FOR FILING FEES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$19.75, be and the same is hereby appropriated out of the 1946 General Fund, out of the departments as shown below, payable to Frank W. Brady, City Clerk, for filing fees paid to County Clerk for recording deeds, Sewer easements, etc., as per receipts on file in the City Auditor's Office:

Trinity University Note Dept. \$ 1.25
Sewer Extension Dept. 18.50

\$ 19.75

PASSED AND APPROVED on the 31 day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 425

AN ORDINANCE (4224)

APPROPRIATING \$9.00 OUT OF THE ADVERTISING FUND, PAYABLE TO DAN QUILL, POSTMASTER FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$9.00, be and the same is hereby appropriated out of the Advertising Fund, payable to Dan Quill, Postmaster for postage stamps, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 31st. day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 426

AN ORDINANCE (4225)

APPROPRIATING \$450.00 OUT OF THE 1946 GENERAL FUND, CONTINGENCIES DEPARTMENT TO PAY JACK AMMANN, PHOTOGRAMMETRIC ENGINEERS, FOR PHOTOMAP OF MITCHELL LAKE AREA.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$450.00, be and the same is hereby appropriated out of the 1946 General Fund - Contingencies Department to pay Jack Ammann, Photogrammetric Engineers for photomap of Mitchell Lake Area, as per approved bill on file in City Auditor's Office.

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 427

AN ORDINANCE (4226)

APPROPRIATING \$661.05 OUT OF THE 1946 GENERAL FUND - HEALTH DEPARTMENT, TO PAY SCOBIEY FIREPROOF STORAGE CO. FOR TRANSPORTATION OF HOUSEHOLD EFFECTS OF DR. W. V. BRADSHAW, ASSISTANT CITY HEALTH DIRECTOR, FROM LAWRENCEBURG, KY. TO SAN ANTONIO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$661.05, be and the same is hereby appropriated out of the 1946 General Fund - Health Department, to pay Scobey Fireproof Storage Co. for transportation of household effects of Dr. W. V. Bradshaw, assistant City Health Director, from Lawrenceburg, Ky. to San Antonio, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 31st day of October 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

A RESOLUTION (4227)

CALLING FOR BIDS FOR THE SALE OF CERTAIN OBSOLETE AND SURPLUS EQUIPMENT AND MATERIALS OF THE SAN ANTONIO MUNICIPAL AIRPORT.

BE IT RESOLVED by the Commissioners of the City of San Antonio, that, the City Clerk is directed to advertise for sealed bids addressed to the City Clerk, City Hall, San Antonio 5, Texas, for the sale of the following described obsolete and surplus equipment and materials:

1. Four piles of stove wood, oak and mesquite, designated by lots 1-2-3-4 (All or none)
2. Three piles of kindling, designated by lots 1-2-3 (All or none)
3. One only six foot floor type bath but.
4. One only floor type lavatory.
5. Three fire hydrants.
6. One only oil tank (Approx. 300 gallon capacity) with meter and fittings.
7. One only butane gas tank.

All of the above described property is located at the North East corner of the San Antonio Municipal Airport and is offered for sale as is and where is and shall be removed from the premises, by the successful Bidder or Bidders, within ten days from the date they are notified of the acceptance of their bids.

Sealed bids for the above property will be received at the office of the City Clerk, City Hall, San Antonio 5, Texas, up until 10 o'clock A. M. Thursday, November 14th., 1946, at which time they will be opened in the Council Chamber of the City Hall.

The Bidders shall enclose a cashier's check or certified check with his bid for the full purchase price of the above described property.

The property offered for sale may be inspected on the dates of November 5th., and November 12th., 1946, or by special appointment by calling Mr. Ralph Switzer, Ass't. Airport Manager, Telephones T-2411 - T-2214 or after 6:00 o'clock P.M. call T-3772.

The City of San Antonio reserves the right to accept or reject any or all bids offered.

Notice of sale shall be given by the publication of this Resolution in the "COMMERCIAL RECORDER" in the City of San Antonio for five days.

Bid blanks may be obtained by calling for same at the Airport office, Hangar No. 2, or at the office of the City Purchasing Agent, City Hall.

PASSED AND APPROVED this 31st., day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady, City Clerk

* * *

M A Y O R

AN ORDINANCE (4228).

AMENDING "AN ORDINANCE MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND R. H. HOLLAND COMPANY".

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

1. That the ordinance passed and approved on the 24th day of October, 1946, making a lease between the City of San Antonio and the R. H. Holland Company, be and the same is amended as follows:

2. Paragraph 2 shall hereafter read as follows:

"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 September 1, 1946 and ending on August 31, 1947, 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. Paragraph 3 shall hereafter read as follows:

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

4. Paragraph 16 is amended by the addition of the following sentence:

"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."

5. Except as herein amended, said contract is hereby ratified and confirmed.

6. This amendment shall be attached to and made a part of the contract heretofore executed.

7. PASSED AND APPROVED this 31st day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 428

AN ORDINANCE (4229)

APPROPRIATING \$36,727.42 OUT OF THE 1946 GENERAL FUND,
FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$36,727.42, be and the same is hereby appropriated out of the 1946 General Fund, for per diem payrolls for the period ending October 31, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	1,950.75
TAXATION DEPARTMENT (Back Tax)	23.35
SANITATION, PARKS & PUBLIC PROPERTY	23,066.74
STREETS & PUBLIC IMPROVEMENTS	11,319.50
FIRE & POLICE DEPARTMENTS	367.08

36,727.42

PASSED AND APPROVED on the 4th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

* * *

APPRO. NO. 429

AN ORDINANCE (4230)

APPROPRIATING \$717.00 OUT OF THE PARK REVENUE BOND -
1945 FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$717.00, be and the same is hereby appropriated out of the PARK REVENUE BOND - 1945 FUND, for payroll for

the Willow Springs Golf Course for the period ending October 31, 1946, in the amount of \$717.00.

PASSED AND APPROVED on the 4th day of NOVEMBER 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

APPRO. NO. 430

AN ORDINANCE (4231)

APPROPRIATING \$767.70 OUT OF THE 1946 GENERAL FUND - SEWAGE PLANT DEPARTMENT, IN PAYMENT OF 15 ONE TON DRUMS OF LIQUIFIED CHLORINE, AND FREIGHT CHARGES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$767.70, be and the same is hereby appropriated out of the 1946 General Fund - Sewage Plant Department, in payment of 15 one ton drums of liquified chlorine, in drums at \$2.00 per cwt., FOB Corpus Christi, Texas, as per contract accepted May 16, 1946, and payment of the freight thereon, the above amount payable as follows:

Peaslee-Gaulbert Corporation	\$ 623.70
Texas & New Orleans Railroad	144.00
	<hr/>
	\$ 767.70

PASSED AND APPROVED on the 4th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady
City Clerk

* * *

A RESOLUTION (4232)

AUTHORIZING THE PURCHASING AGENT TO MAKE AN EMERGENCY PURCHASE.

BE IT RESOLVED by the Commissioners of the City of San Antonio, that, the Purchasing Agent is hereby authorized to make an Emergency Purchase from H. W. Lewis Equipment Company, 431 Hoefgen Ave., San Antonio, Texas, of One Crank Shaft for Allis-Chalmers Crawler Type Tractor used in dragging garbage at City Garbage Dump.

PASSED AND APPROVED this 4th day of November, A. D. 1946.

/s/ Gus B. Mauermann
Gus B. Mauermann
M A Y O R

ATTEST:

/s/ Frank W. Brady
Frank W. Brady
City Clerk

* * *

APPRO. NO. 431

AN ORDINANCE (4233)

APPROPRIATING \$3,810.25 OUT OF THE 1946 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 \$3,810.25 be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay for Independent Hire of Teams & Trucks for the period of October 16, 1946 thru October 31, 1946, inclusive, as per approved Engineer's estimates on file in the City Auditor's Office out of the following Departments:

Parks & Plazas	\$ 110.50
Garbage & Sanitation	\$ 147.00
Street Maintenance	\$3,552.75
	<hr/>
	\$3,810.25

PASSED AND APPROVED on the 4th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady, City Clerk

* * *