

AN ORDINANCE *08-58*

AUTHORIZING CONTRACT TO BE MADE WITH GEORGE POTCHERNICK AND CHARLES M. SCHOENFELD.

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

That, the attached contract between GEORGE POTCHERNICK AND CHARLES M. SCHOENFELD on the one hand, and the CITY OF SAN ANTONIO on the other, be and the same is approved, and the Mayor is authorized to execute the same on behalf of said City.

PASSED AND APPROVED this 7th day of January, A. D. 1924.

John W. Tobin.  
Mayor, City of San Antonio.

ATTEST:

Fred Fries.  
City Clerk.

THE STATE OF TEXAS:

COUNTY OF BEXAR :

THIS AGREEMENT, made and entered into by and between GEORGE POTCHERNICK and CHARLES M. SCHOENFELD, Lessors, and the CITY OF SAN ANTONIO, a municipal corporation, acting herein by virtue of an Ordinance passed and approved on January 7th, A. D. 1924, Lessee.

WITNESSETH: Lessors hereby rent and lease to Lessee all that certain tract or parcel of land lying in the bend of the Leona Creek, known as the "Clamp Farm" comprising TWENTY-THREE (23) Acres, described by field notes, as follows:

BEGINNING at a corner fence post in the southeast line of the Delgado grant; said fence post being 100 feet from intersection of the southeast line of the Delgado grant and the center line of the Leona Creek,

THENCE, in a southeasterly direction along the Leona Creek with an angle of 74° turned to the right a distance of 125 feet to the north corner of a 23 acre tract of land herein referred to;

THENCE, along the same line a distance of 1000 feet to the east corner of this tract;

THENCE, along the same line a distance of 1000 feet to the east corner of this tract;

THENCE, WITH AN ANGLE of 90° turned to the right a distance of 1000 feet to the south corner of this tract;

THENCE, with an angle of 90° turned to the right, a distance of 1000 feet to the west corner of this tract.

THENCE, with an angle of 90° turned to the right, a distance of 1000 feet to the north corner of this tract to the place of beginning, as shown on plat attached;

out of the Rafael Herrerra Survey No. 1/74. and the Francisco Rivas Grant No. 1, situated in Bexar County, Texas, about six (6) miles south and west from the City Hall, in the City of San Antonio (said tract is more particularly shown on plat hereto attached and made a part hereof, the same enclosed within yellow lines) for the term beginning February 1st, 1924, and ending on June 30th, 1927, upon the following terms and conditions, viz;

1st. Lessee agrees to pay Lessors the sum of FIFTY (\$50.00) DOLLARS each and every month, in advance, beginning on February 1st, 1924, for the period ending on the first day of January, 1925; and after the first day of January, 1925, until the termination of this lesse contract, Lessee agrees to pay Lessors the sum of SIXTY-FIVE (\$65.00) DOLLARS, each and every month, in advance, the first of such payments to be made on the first day of January, 1925; all payments to be made at the office of the City Auditor in said City; in consideration of which, Lessee shall have the right to excavate, dig and take away any and all earth and gravel in any and

all quantities that Lessee may desire during the entire period of this contract, Lessee alone to be the Judge of the quantities and qualities of such earth and gravel.

2nd. Lessee shall have, also, the right of free and uninterrupted ingress to and egress from the Castroville road, in and to the premises herein leased, and to construct a fence along both sides of the present roadway of not less than twenty (20) feet in width from said Castroville road to the tract of land herein leased to Lessee; and Lessee shall also have the right to connect with the water main now on Lessors' property, and to take all the water therefrom required by Lessee during the entire period of this lease contract; Lessee, however, to do the pumping, and to assume the cost of upkeep of the pump, and appurtenances thereto; if traps are constructed by Lessee, then Lessee agrees to fill in and level such traps when abandoned.

3rd. Lessee shall have the right at any time to remove any and all improvements made and placed on said premises by Lessee.

4th. Lessors/<sup>reserve</sup> the right to sell gravel out of said tract of land to any other person whomsoever; provided, that the same shall in no way interfere with Lessee in the taking therefrom of all earth and gravel required by Lessee, who must be first satisfied.

IN TESTIMONY WHEREOF, said parties have hereunto set their hands, and Lessee its seal, this 7th day of January, A. D. 1924.

George Potchernick.

Chas. M. Schoenfeld.  
Lessors.

CITY OF SAN ANTONIO, Lessee.

By John W. Tobin.  
Mayor.

ATTEST:

Fred Fries.  
City Clerk.

THE STATE OF TEXAS:

COUNTY OF BEXAR :

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GEORGE POTCHERNICK and CHARLES M. SCHOENFELD, and JNO.W.TOBIN, Mayor of the City of San Antonio, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 7th day of January, A. D. 1924.

Charles H. Boyle  
Notary Public, Bexar County,  
Texas.

## AN ORDINANCE 08-59

ADOPTING RULES AND REGULATIONS GOVERNING THE CITY MARKET HOUSE AND MARKET SQUARES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following rules and regulations governing the conduct of business at the City Market House and the Market Squares, be hereby adopted. ✓

## SECTION

## MARKET MASTERS

SECTION 1. There shall be two Market Masters, one of whom shall be on duty at the Market House every day from 4 A. M. until 12:00 noon, with an allowance of one hour for breakfast, excepting on Sundays when all business at the Market House shall cease by 9:00 A. M.

The other Market Master shall be on duty at the Market House every day from 12:00 noon until 7:00 P. M. excepting on Saturdays when the Market House will remain open until 10:00 P. M. and on Sundays when said Market House will be closed after 9:00 A. M.

Market Masters and janitors will change watches on the 1st and 15th of each month, alternately.

It shall be the duty of the Market Master on watch to enforce strict compliance with all rules regulating business in the City Market House and the open market on the adjoining squares or plazas, to collect all fees and rentals <sup>arising</sup> from the letting of stands in the open market and to pay in funds so collected daily, into the office of the City License and Dues Collector, and all such collections shall be made by the Market Master on duty, in person.

Market Masters will be required to, at all times, treat the public with due politeness, courtesy and respect.

Each Market Master will be required to execute and file with the City Clerk, a surety bond of established standard form in the sum of \$2500.00.

The Market Masters shall have general supervision over all matters regulating the conduct of business in the Market House and on the open markets, and shall exercise his police powers in the preservation of order and the regulation of traffic in order to avoid as much as possible any congestion during business hours.

RULES AND REGULATIONS GOVERNING LESSEES  
AND RENTERS IN CITY MARKET HOUSE.

SECTION 2. 1. All Vegetable and Fruit Stands in the Market House will be thoroughly cleaned by occupants and ready for inspection by the Market Master, by 10 o'clock A. M. on each day.

2. Occupants of Stands are required to assist in keeping clean the immediated vicinity of the stands in their charge, and will keep on hand the necessary brooms and other tools for that purpose.

3. No leaves or litter of any kind will be thrown upon the floor while vegetables are being cleaned or picked over, but such leaves and other matter must be placed on a container and transferred to the garbage can in the rear of all stands.

4. All rotten or decayed vegetable matter to be disposed of must be placed in the garbage can immediately after being picked over and such garbage can shall be kept covered.

5. Slightly decayed fruits, etc, to be removed to other places, will be placed in covered containers and removed from the Market House as soon as possible.

6. Shelves in the rear of stands must not be loaded up with unnecessary articles, but

must be kept in a neat condition at all times.

7. No empty Crates or boxes will be left in the rear of any stands or in the passage way between stands, nor in any of the aisles or buying areas.

8. Where vegetables are kept with ice, a pan or bucket must be placed underneath to catch the drip water from the ice.

9. All vegetables, fruits and other things offered for sale, must be kept on the stands, and no placing of these on the floor in front of the stands will be permitted.

10. Vegetables which it is necessary to wash, must be taken to the washing trough, maintained for that purpose, and there washed in water flowing <sup>direct</sup> from the hydrant; the washing of vegetables in water which has accumulated in the trough under the hydrants will in no case be permitted, and all vegetables, after being washed must be drained before being returned to the stands intended for.

11. All Meats, Fish, Produce and Poultry stands or stalls, must be thoroughly cleaned by occupants before 10:00 A. M. daily.

12. All meat blocks, counters and implements must be scrubbed or scraped clean daily.

13. All paint work pertaining to stands, walls, racks, ice boxes, cases etc, must be kept clean by the owner of each stand.

14. Sinks in rear of stands must be scrubbed daily, and with hot water and soap, when deemed necessary by the Market Master.

15. Ice boxes must be scrubbed clean inside and outside on each Monday, Wednesday and Friday, or often<sup>er</sup> if required, and always with hot water and soap.

16. Butchers and Meat Cutters must wear clean white aprons, white caps and clean clothes at all times when on duty, and no tenant or employee shall smoke or chew tobacco while on duty.

17. Owners of stands must not permit customers to handle any meat offered by them for sale.

18. All spoiled or unsaleable meat and offal must be placed in a well covered garbage can or immediately removed from the Market House.

19. No occupants of any of the stands or stalls in the Market House will be allowed either himself or through any employee to solicit business from any of the aisles or passage ways of the Market House, excepting however that they may address passersby from behind their own counters or fixtures, nor shall any sign or advertisement be erected to project over any of the aisles in the Market House.

20. The Market House shall be open to the public for business purposes daily from 5:00 A. M. until 7: P. M. excepting on Saturdays when it shall remain open until 10:00 P. M. and on Sundays when it shall be closed at 9:00 A. M. excepting however that butchers and meat cutters shall be permitted to enter the same at any time after 4:00 A. M. for the purpose of cutting and dressing meats for later sales.

21. All tenants within the Market House must be citizens of the United States and residents of the City of San Antonio.

22. All rentals are payable in advance at the office of the Market Master, and if any tenant shall fail to pay such rental before the 7th day of the month for which it is due, the Market Master may, without further notice declare any stand unpaid for, vacant and may immediately re-let the same.

23. By stand is meant any stand, stall or other space either inside or outside of the Market House, rented for the purpose of selling food products of any kind.

24. The right of any tenant now occupying more than one stand may be limited to one stand, at the discretion of the Market Master.

25. Each stand in the Market House must be operated by and under the supervision of its tenant and no Market House space shall be held by any tenant who is employed or engaged in any calling or line of business, aside from that which he conducts within said Market House.

26. The Market Master is empowered to terminate the right of any tenant to occupy space in the Market House by giving ten (10) days notice thereof, if in his judgement the tenant is not conducting his business in a satisfactory manner or is guilty of any violation of these rules, provided however that such tenant may within said ten days appeal to the Commissioner of Sanitation Parks and Public Property, whose decision shall be final.

27. No tenant shall transfer, sell or assign or sub-let any stall, stand or other space in the Market House, without first obtaining the sanction and approval of the Market Master, and any intention to vacate any premises rented must be communicated to said Market Master before the expiration of the month for which the rental has been paid.

28. The stands in the Market House are intended to supply the retail trade only, and no WHOLESALING or JOBBING will be permitted under any circumstances, nor will any slaughtering establishment or packing house concern be permitted to rent space in the Market House for the purpose of wholesaling its products, or competing for the retail trade with other established retailers within said Market House.

29. Any tenant who does not occupy continuously the space assigned to him in the Market House or fails to open his stand for business on each Market day, shall unless good and sufficient reason is given to the Market Master forfeit his permit to said stand.

30. Vacancies in the Market House shall be filled from the waiting list to be kept by the Market Master, and his selections from such waiting list shall be final.

31. Each tenant shall plainly mark in such a manner as to be easily read from the aisles, the price of each article offered for sale, and he shall have plainly printed on each wrapping sheet, box or other container, his name, and the number of the stand in the Market House of which he is a tenant.

32. In addition to the closing of the Market House on Sundays at 9:00 A. M. the Market Master may order the closing of the Market House on other holidays which may be observed by the City of San Antonio, but of such closing general notice must be given to tenants not less than 24 hours prior to such closing.

RULES REGULATING THE CONDUCT OF BUSINESS  
ON HAY MARKET SQUARE.

SECTION 3. 1. Hay or produce vendors or chile stands will not be permitted to occupy any public place within 1000 feet of the Market House or Market Square.

2. During the fall and winter months, to-wit; November, December, January and February, this Market will open daily at 5:45 A. M. and during the months of March, to October inclusive, daily at 5:30 A. M. for the sale thereof by actual producers, growers or their agents of Vegetables, fruits and field and garden products.

3. The sale of eggs, butter, etc, by hucksters and peddlers on this Market is prohibited at all times.

4. Growers may assemble upon the Market prior to the opening of same but no sales shall be made until the Market Master has declared the Market open, nor will anyone be permitted to solicit business from adjoining streets.

5. No one (Growers excepted) will be allowed to enter upon the Market Plaza for the purpose of buying or inspecting products before the Market has been declared open by the Market Master.

6. This Market will close at 9:00 A. M. daily, remaining closed until 3:00 P. M. when it

shall again open to close at 7:00 P. M.

7. All persons desiring to sell anything under these rules will be assigned space by the Market Master, of the approximate dimensions of  $7\frac{1}{2}$  x 20 feet, for which a daily rental of 25 cents each must be collected by the Market Master; provided however that such persons may engage such stands as may be assigned to them, for the months of March to October inclusive, for which the Market Master shall collect the sum of \$5.00 each per stand per month, and in the event such monthly renter should on any day fail to occupy his regular stand at least thirty minutes before opening of the Market, the Market Master may for that day assign such stand to some other party for which he shall collect the regular daily rental of 25 cents.

8. The Market Master on duty shall daily assign the necessary space for chili stands on either the large or small market, for which he shall collect a rental of 10 cents per stand per night, and such chili stands shall not be permitted to begin to sell before 5:30 P. M. during the fall and winter months or 6:00 P.M. during the summer months.

9. The extreme western portion of Hay Market Square shall be set aside for the sale of hay, daily from 9:00 A. M. to 7:00 P. M.

10. In the assignment of stands upon the Market Plaza, on a basis of the monthly rental, the gardeners and farmers residing in Bexar County shall be given choice of location over those residing in adjoining counties, all subject to the discretion and judgement of the Market Master.

RULES REGULATING BUSINESS IN THE OPEN  
MARKET ON LITTLE MARKET SQUARE.

SECTION 4. 1. During the fall and winter months, to-wit; November, December, January and February, this market will open daily at 5:45 A. M. and during the Spring and Summer daily at 5:30; A. M. for the sale thereof by actual growers or their agents, of vegetables, fruits and field and garden products.

2. The sale of eggs, butter etc, by hucksters and peddlers on this Market is prohibited.

3. Growers may assemble prior to the time of opening the Market, but no sale will be permitted to be made, until the Market has actually been opened by the Market Master, and no business must be solicited from adjacent streets.

4. No one (Growers excepted) will be allowed to enter upon the Market Plaza for the purpose of buying or inspecting products before the Market has been declared open by the Market Master.

5. All persons desiring to sell under these rules will be assigned stands by the Market Master, of the approximate dimensions of  $7\frac{1}{2}$  x 20 feet for which a daily rental of 25 cents each must be collected by the Market Master on duty; provided however that such persons may engage such stands as may be assigned to them, by the month for the months of March to October inclusive, for which the Market Master must collect a rental of \$5.00 per month in advance for each stand; and in the event such monthly renter should on any one day fail to occupy his regular stand at least thirty minutes before the opening of the Market, the Market Master may for that day assign such stand to some other party for which he shall collect the daily rental of 25 cents.

6. The Market for the sale of vegetables and farm products will close daily at 9:00 A. M. remaining closed until 3:00 P. M. when it shall again open to close at 7:00 P. M.

7. Poultry vendors may use this market between the hours of 9:00 A. M. and 7:00 P. M. for which they shall pay to the Market Master a daily rental of 50 cents each per stand, or on the basis of a monthly rental of \$10.00 each paid in advance.

8. In the assignment of stands upon the Market Plaza, on a basis of monthly rental, the gardeners and farmers residing in Bexar County shall be given choice of location over those

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residing in adjoining counties, all subject to the discretion and judgment of the Market Master.

IN GENERAL

SECTION 5. The parking of express wagons and trucks along any of the curbs surrounding Market House and along the curbing abutting on Milam Square north of the Market House is prohibited.

The sale of any article from the sidewalk or curb surrounding the Market House and the park on the east thereof is prohibited, unless special permit for such sale shall have been first obtained.

Loitering on all sidewalks surrounding the Market House is prohibited.

SECTION 6. Any person violating any of the provisions or terms of Section 2, 3, 4 and 5 of this ordinance shall be deemed guilty of a misdemeanor and upon conviction therefor, shall be fined in any sum not to exceed \$25.00.

SECTION 7. Should any part or portion of this ordinance for any reason be held invalid, such fact shall in no way effect the remainder of the ordinance which shall nevertheless remain in full force and effect.

SECTION 8. This Ordinance is hereby declared to be of urgent importance for reasons of public welfare apparent herefrom and having been passed by a four-fifths vote of the Commissioners shall take effect at once.

PASSED AND APPROVED ON THIS the 14th day of January 1924.

John W. Tobin.  
MAYOR.

ATTEST: Fred Fries.  
City Clerk.