

successive weeks in a newspaper of general circulation published within the City of San Antonio the date of the first publication to be not less than fourteen (14) days prior to the date set for said election.

PASSED AND APPROVED the 29th day of September, A. D. 1938.

ATTEST: Jas. Simpson  
City Clerk

C. K. Quin  
Mayor

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AN ORDINANCE

MAKING A LEASE WITH THE TEXAS NATIONAL GUARD ARMORY BOARD FOR THE USE OF EXPOSITION PARK.

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, Lessor, and the Texas National Guard Armory Board, leasee, in words and figures as follows, WITNESSETH:-

2. The Lessor leases and demises to the Lessee, for the period commencing on the 11 day of October, A. D. 1938 and ending on the 11 day of October, A. D. 2037, for and in consideration of \$100.00 to be paid as follows: \$1.00 when this Lease is executed by the Lessee, and \$1.00 on the 31 day of May of each year thereafter; all of the property known as Exposition Park out of Original City Lots 6 and 7 and the "Rail Road Reserve", in District 1, of the Original City Tract, and out of Survey No. 15, patented to George W. Paschal, assignee of Guillermo Nunez, on August 1, 1854, by Patent No. 119, Volume 11, fully described in deed 270175 International Exposition to the City of San Antonio, dated the 12 day of January, A. D. 1929 and recorded on the 23 day of January, A. D. 1929 in the records of deeds of the County of Bexar in Book Vol. 1071 on page 574-68, except the land described in the franchise granted to the Alamo City Cavalry Club by deed dated the 3 of September, 1930 and recorded on the 28 of February, 1934 in the Records of Deeds of Bexar County in Book Vol. 1377 on page 584-585, and except 10 acres off of the east end of Exposition Park abutting on the road, to be selected and marked by the Commissioner of Sanitation, Parks and Public Property, and except the easement granted to the San Antonio Belt & Terminal Railway and the Missouri-Kansas-Texas Railroad Company. The Lessee will permit the San Antonio Polo Association to use the two polo fields on the land, as long as the Polo Association chooses to use and maintain the same, together with the right of ingress and egress.

3. The property demised herein shall be used by the Lessee for a National Guard Armory to house the various National Guard units that have a domicile in Bexar County and for purposes incidental thereto.

4. The property shall never be used for any private purpose or profit.

5. This lease is made upon the express condition, which shall be a condition precedent and not a condition subsequent, that on or before the 1 day of June, A. D. 1939, the Lessee will commence or caused to be commenced buildings on the demised premises to cost in excess of \$400,000.00.

6. If there should be any breach of any of the covenants or conditions contained herein or any abandonment of the premises by the Lessee, the Lessor may, at its option, declare this lease cancelled and enter said premises and remove all persons therefrom and take possession of all property of the Lessee thereon.

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7. Upon the termination of this Lease for any cause, all improvements and buildings placed thereon shall become the absolute property of the City of San Antonio, and it is the intention of the parties that such buildings and improvements shall be realty.

8. The Lessee shall make all necessary sewer, water, gas and electricity and all other public utility connections, and shall promptly pay all charges that may be made for such service.

9. The Lessee represents that the premises have been examined, and declare that the premises are suitable, safe and sufficient for the purposes for which they are to be used; and, if it is necessary to make any changes therein or improvements thereof, the Lessee will do each and every thing necessary therefor at the sole expense of the Lessee.

10. The foregoing instrument in writing constitutes the entire agreement between the parties, there being no other written or parol agreement with any officer or employee of the City, it being understood that the Charter of the City requires all of the contracts with the City to be in writing and authorized by ordinance.

11. This contract shall be accepted and binding upon the Lessee by the signature subscribed to this instrument.

12. PASSED AND APPROVED this 11th day of October, A. D. 1938.

ATTEST: Jas. Simpson  
City Clerk

C. K. Quin  
Mayor

13. The foregoing contract is accepted in all things by the undersigned.

TEXAS NATIONAL GUARD ARMORY BOARD

BY John A. Hulen  
Chairman

ATTEST:

C W Nielson  
Secretary

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A RESOLUTION

01-187

SELECTING OFFICERS OF ELECTION FOR THE BOND ELECTION FOR IMPROVEMENTS DISTRICT #15  
BE IT RESOLVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That James Tennie is hereby selected, elected and appointed to be the Presiding Judge, Mrs. Morris Jaffe is hereby selected, elected and appointed to be the Associate Judge, and Beatrice McLean and Mrs. Bat Corrigan are hereby selected, elected and appointed to be Clerks, to act in the election on the 25 of October, 1938 to submit to the qualified voters who own taxable property in Improvement District No. 15 and who have duly rendered the same for taxation, a proposition to borrow money on the credit of Improvement District No. 15, to issue bonds and levy a tax to pay the same for permanent public improvements of the San Antonio River between Richmond Avenue and Villita Street within said district.

2. The said election officers shall conduct the election as directed by the Statutes of the State of Texas and the Charter of the City of San Antonio, and make return to the Board of Commissioners.

3. PASSED AND APPROVED on the 13th day of October, A. D. 1938.

ATTEST: Jas. Simpson  
City Clerk

C. K. Quin  
Mayor

AN ORDINANCE OI-188

MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL & IMPROVEMENT  
DISTRICT NO. 2 - HOT WELLS - AND THE CITY OF SAN ANTONIO TO HANDLE  
THE SEWAGE OF THE DISTRICT

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, AND BE IT RESOLVED BY THE DIRECTORS OF THE BEXAR COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 2:-

1. That this instrument creates and manifests a contract between the City of San Antonio, County of Bexar and State of Texas, hereinafter called CITY, and the Bexar County Water Control & Improvement District No. 2 - Hot wells - Hereinafter called DISTRICT, of the County of Bexar and State of Texas, in words and figures as follows, WITNESSETH:-
2. The City of San Antonio will take the sanitary sewage of the Bexar County Water Control & Improvement District No. 2 for a term of 20 years at the point where the sewerage line of the District enters the property of the City and transport the sewage through the sewerage system of the City and treat it for disposal with the sewage of the City.
3. The District obligates itself to pay the City for this service at the office of its License and Dues Collector for the term of 20 years, at the rate of \$25.00 for each million gallons of sewage put into the city sewerage system at the point of connection; payments to be made on the 1st day of October and the 1st day of April of each year during the term of this contract.
4. The District will put a meter with its equipment and appurtenances, approved by the City Engineer of the City, at the point of connection, to measure the quantity of sewage delivered to the City. If the meter fails to function, the District will pay the City on the basis of the average quantity for the same time for the three months next preceding the failure.
5. The District conveys to the City the fee simple title to the sewer line and its appurtenances, built by the District on property of the City or within the limits of the City.
6. The rights granted to the District under this contract are limited to the territorial limits of the District as of the time of the execution of this contract, and the rights are limited to the contracting parties and no other person shall have any right herein, or based hereon.
7. The District will maintain careful inspection of its sanitary sewerage system and will stop the flow of any water, oil, acid or any other thing detrimental to the sewerage system of the City, or which might impair the function of the sewage treatment plant of the City; and maintain the sewerage system in good condition continuously.
8. The District shall require service connections and the installation of house piping after the execution of this contract, to be made in conforming with the Ordinances of the City, and shall pay the City the fees for the inspection and approval thereof by the City Plumbing Inspector.
9. The District shall file with the City a contour map and a plat of its sewerage system showing all mains and connections and the size thereof, and shall keep the same accurately up to date.
10. The City shall never be liable to the District for pecuniary damages for failure to take the sewage of the District into the sewerage system of the City and the right for such action is waived as a part of the consideration of this contract.
11. The District shall levy annually and collect a tax or an assessment to pay the City and consideration specified in this contract, and the District shall appropriate annually for each fiscal year the money to pay the rental as it accrues, and such rental is hereby fixed and declared a current expense of the District for each year.

12. The District covenants to indemnify and save the City whole and harmless from any costs, expense, demands, or causes of action, real or asserted, or for any damage to any person or property, caused by anything under this contract; and, before this contract shall be in force, the District shall deliver a bond of \$2500.00 to the City, with one surety who shall be a corporation authorized to do business in Texas, to guarantee the City against the failure of the District to pay the rate stipulated in this contract. On the failure of the District to keep this bond in force during the term of this contract, if such bond can be had, or, on its failure to perform its obligations of this contract, this contract shall end as to its rights as if by expiration of the term.

13. This contract shall become effective upon the adoption of the governing bodies of the contracting parties, subject to execution of a bond as set out in Paragraph 12 above; and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superseded expressly by this contract and shall be null and void.

14. This writing constitutes the entire contract between the parties hereto, there being no other written nor any parol agreement with any 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.

15. PASSED AND APPROVED by the City of San Antonio, on the 20th day of October, A. D. 1938.

C. K. Quin  
Mayor

ATTEST:

Jas. Simpson  
City Clerk

16. ADOPTED by the Directors of Bexar County Water Control & Improvement District No. 2, on this the 19th day of October, A. D. 1938.

Eugene Bissett  
President of the Board of  
Directors of the Bexar County Water  
Control & Improvement District #2

ATTEST:

G. S. Crenshaw  
Secretary of the  
District

01-189

AN ORDINANCE

OF THE CITY OF SAN ANTONIO CANVASSING RETURNS OF A SPECIAL BOND ELECTION HELD IN IMPROVEMENT DISTRICT NO. 15 ON OCTOBER 25, 1938

WHEREAS, at this special meeting of the Board of Commissioners of the City of San Antonio, held on October 26, 1938, came on to be canvassed the returns of an election held on October 25, 1938, in Improvement District No. 15 of said City to determine whether or not bonds should be issued by the City upon the credit of said Improvement District No. 15 in the amount of \$75,000.00, and a tax levied and collected for the payment of the principal and interest of the same, and it appearing that said election was in all respects lawfully held and the returns thereof duly and legally made;

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

That the Board of Commissioners of the City of San Antonio does hereby find and declare that the special election held within Improvement District No. 15 of the City on October 25, 1938, resulted in a vote:

FOR the issuance of bonds in the amount of \$75,000.00 and the levy of a tax for the payment of the principal and interest upon the same, in accordance with the proposition submitted at said election 74 votes, and

AGAINST the issuance of bonds in the amount of \$75,000.00 and the levy of a tax for the payment of the principal and interest upon the same, in accordance with the proposition submitted at said election 2 votes, and that the proposition to issue said bonds and levy a tax for the payment of the same in accordance with the proposition submitted at said election was sustained by a majority of the qualified taxpayers voting at said election, and that the Board of Commissioners of the City is authorized by said Election to issue and sell said bonds and to levy and collect a tax for the payment of the principal and interest thereof.

PASSED AND APPROVED on this the 26th day of October, A. D. 1938.

Phil Wright.  
Acting Mayor of the City of San Antonio.

ATTEST:

Jas. Simpson  
City Clerk

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RETURNS OF A SPECIAL ELECTION OF THE CITY OF SAN ANTONIO, TEXAS, OCTOBER 25TH, A. D. 1938, FOR THE ISSUANCE OF \$75,000.00 OF BONDS FOR RIVER IMPROVEMENT, IMPROVEMENT DISTRICT NO. 15

FOR THE ISSUANCE OF \$75,000.00 OF BONDS, IMPROVEMENT DISTRICT NO. 15	<u>74</u>
AGAINST THE ISSUANCE OF \$75,000.00 OF BONDS, IMPROVEMENT DISTRICT NO. 15	<u>2</u>
TOTAL VOTES CAST	76

APPROVED:

Phil Wright  
Acting Mayor

Paul E. Steffler  
Commissioner

Frank H. Bushick  
Commissioner

Jacob Rubiola  
Commissioner

07-190

AN ORDINANCE

CREATING A CONTRACT WITH RODGERS & COMPANY

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, hereinafter called "CITY", and F. G. Rodgers & Company, a partnership consisting of F. G. Rodgers and J. D. Anderson, hereinafter called "CONTRACTOR", said agreement being made under the authority of the Charter and ordinances of the City of San Antonio, and performable in San Antonio, Bexar County, Texas, WITNESSETH:-

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

3. The Contractor, at his sole cost and expense, will furnish all personnel, material and accessories necessary for the purpose, and at his sole cost and expense, make a complete, comprehensive and detailed audit of the personal property subject to taxation of taxpayers specified by the City, to aid the Board of Equalization to revise and correct all assessments made in the city in the same manner as the same are revised and corrected by Commissioners Courts in cases of State and County taxation, so that all property may be assessed at its taxable value and all assessments shall be equalized as near as may be.

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

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

6. The work under this contract shall be begun immediately after the execution, and shall be continued with dispatch and without interruption, and be completed as soon as practicable. Seven and one-half (7½) hours shall constitute a days work under the per diem terms, for services rendered.

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

8. In consideration of the faithful performance of this contract by the Contractor and the completion of the work herein stipulated; the City of San Antonio agrees and shall be and is hereby bound and obligated to pay the Contractor for such work at the rate of \$35.00 per day for the Chief Supervisor in charge, \$25.00 per day for Senior Accountants, and \$15.00 per day for Junior Assistants.

9. The Contractor shall render a progress report on the 12th and the 28th day of each month during the course of the work showing the nature and extent of the work done, the accounts examined and the departments included, together with the number of men engaged on the work, the rate, the time and the amount for each man, and the total amount due for that period and, on the receipt of it, confirmed by the certificate of the City Auditor, the Contractor shall be paid an amount equal to eighty-five (85%) per cent of the compensation earned during such period, computed on the per diem basis specified.

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

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

12. The Contractor shall give personal attention to the execution of this work, and shall employ competent and skillful persons therefor, and all persons engaged in this work shall be prepared to appear and testify before the Board of Equalization.

13. All information collected, all reports and work sheets, shall be the property of the City of San Antonio and no information acquired by any person under this work shall be divulged to any one except the City. Each case investigated shall be kept in a separate file, properly indexed for prompt reference.

14. PASSED AND APPROVED this 29th day of October, A. D. 1938.

ATTEST: Jas. Simpson  
City Clerk

C. K. Quin  
Mayor

15. This contract accepted as written.

F. G. Rodgers & Company

BY F. G. Rodgers  
Partner.

01-191

AN ORDINANCE

ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN: AND REGULATING AND REDISTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS AND OTHER OPEN SPACES, THE DENSITY OF POPULATION, LOCATION AND USES OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCES AND OTHER PURPOSES AND DIVIDING THE CITY OF SAN ANTONIO INTO DISTRICTS AND REGULATING AND REDISTRICTING THE ERECTION, CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICTS, AND PROVIDING UNIFORM REGULATIONS FOR THE SEVERAL CLASSES OR KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE RESTRICTIVE DISTRICTS, AND ADOPTING A ZONING MAP DISCLOSING THE VARIOUS DISTRICTS AND USE AREAS AND THE RESTRICTIONS AND LIMITATIONS AND PROVISIONS APPLICABLE TO SUCH DISTRICTS AND AREAS, AND PROVIDING FOR A BOARD OF ADJUSTMENT AND DEFINING THE POWERS OF SAME, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF SUCH ORDINANCE, AND DECLARING AN EMERGENCY

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

SECTION 1: PURPOSE

1. The Zoning regulations and districts as herein established have been made in accordance with a comprehensive plan for the purpose of promoting health, safety, morals and the general welfare of the community. They have been designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to provide adequate light and air, to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements. They have been made with reasonable consideration, among other things, to the character of the district, and its particular suitability for the particular uses; and with a view to conserving the value of buildings, and encouraging the most appropriate use of land throughout the community.

SECTION 2: GENERAL

2. Zoning regulations and districts as herein set forth are approved and established. The City of San Antonio is hereby divided into districts of which there shall be thirteen (13) known as: A. Single Family Residence District: B. Residence Districts: C. Residence District: D. Apartment District: E. Apartment District: F. Local Retail District: G. Local Retail District: H. Local Retail District: I. Business District: J. Commercial District: K. Commercial District: L. First Manufacturing District: M. Second Manufacturing District:

3. The City of San Antonio is hereby divided into thirteen (13) Districts aforesaid and the boundaries of such districts are shown upon the maps attached hereto and made a part hereof, and said maps and all notations, references and other information shown on such zoning maps shall be as much a part of this Ordinance as if the matters and information set forth by said maps were all fully described herein.

4. Except as hereinafter provided, no building shall be erected, reconstructed or structurally altered, nor shall any building or land be used for any purpose other than is permitted in the district in which such building or land is located; no building shall be erected, reconstructed or structurally altered to exceed the height or bulk limit herein established for the district in which such building is located; no lot area shall be so reduced or diminished that the yards or other open spaces shall be smaller than prescribed by this Ordinance, nor shall the yard or open spaces provided about any building for the purpose of complying with the