

2. PASSED AND APPROVED this 30th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

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05-329

AN ORDINANCE (577)

AUTHORIZING THE COMMISSIONER OF STREETS AND PUBLIC IMPROVEMENTS OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF GRAVEL ALLEYS TO FACILITATE GARBAGE COLLECTION AND ELIMINATE MOSQUITO BREEDING DUE TO STANDING WATER, IN THE CITY OF SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the Commissioner of Streets and Public Improvements of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant to Federal Works Agency-Public Works Administration of the United States Government for Government Construction Project of Gravel Alleys to facilitate garbage collection and eliminate mosquito breeding due to standing water, in the City of San Antonio, Texas, and all other instruments in connection therewith.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941.

C. K. Quin

Attest:

M a y o r

Jas. Simpson

City Clerk

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05-330

AN ORDINANCE (578)

AUTHORIZING THE COMMISSIONER OF STREETS AND PUBLIC IMPROVEMENTS OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SANITARY SEWER IMPROVEMENTS - CONSTRUCTION OF INTERCEPTING SEWERS TO RELIEVE OVERLOADED SEWERS; EXTENSION OF NEW TRUNK SEWERS TO SERVE ARMY POSTS, DEFENSE HOUSING AND SUBURBAN AREAS; CONSTRUCTION OF NEW OUTFALL SEWER LINES AND REPAIR EXISTING OUTFALL SEWER; ELIMINATION OF ONE LIFT STATION; INSTALLATION OF SIPHONS WHERE SEWERS INTERFERE WITH DRAINAGE, ETC., IN THE CITY OF SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the Commissioner of Streets and Public Improvements of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant to Federal Works Agency-Public Works Administration of the United States Government for Government Construction Project of Sanitary Sewer Improvements-Construction of intercepting sewers to relieve overloaded sewers; extension of new trunk sewers to serve army posts, defense housing and suburban areas; construction of new Outfall Sewer lines and repair existing Outfall Sewer; elimination of one lift station; installation of siphons where sewers interfere with drainage, etc., in the City of San Antonio, Texas, and all other instruments in connection therewith.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

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05-331

AN ORDINANCE (579)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE

(Continuation)

CONTRACT WITH H.R.F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES, OF SAN ANTONIO, TEXAS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF SANITARY SEWER IMPROVEMENTS - CONSTRUCTION OF INTERCEPTING SEWERS TO RELIEVE OVER LOADED SEWERS; EXTENSION OF NEW TRUNK SEWERS TO SERVE ARMY POSTS, DEFENSE HOUSING AND SUBURBAN AREAS; CONSTRUCTION OF NEW OUTFALL SEWER LINES AND REPAIR EXISTING OUTFALL SEWER; ELIMINATION OF ONE LIFT STATION; INSTALLATION OF SIPHONS WHERE SEWERS INTERFERE WITH DRAINAGE, ETC.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to employ and execute contract with H.R.F.Helland, J. W. Beretta Engineers, Inc., Matthews & Kenan, F. T. Drought and W. E. Simpson Co., Associates, Engineers of San Antonio, Texas, for engineering services to be rendered in relation to the Construction Project of Sanitary Sewer Improvements-Construction of Intercepting Sewers to relieve overloaded sewers; Extension of new trunk sewers to serve army posts, defense housing and suburban areas; construction of new Outfall Sewer lines and repair existing Outfall Sewer; elimination of one lift station; installation of siphons where sewers interfere with drainage, etc., in the City of San Antonio, Texas, at a total fee of not to exceed \$118,680.00. The said fee to be paid from Federal Grant in accordance with Public Defense Application dated October 9th, A.D. 1941.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941.

ATTEST:

C. K. QUIN  
M a y o r

Jas. Simpson  
City Clerk

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05-337  
AN ORDINANCE (575)

GRANTING THE REQUEST OF MOST REV. ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND SUBSEQUENT YEARS ON LOTS 9, 10, 11, 12, 21, 22, 23, 24, IN BLOCK "F", NEW CITY BLOCK 2526.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the property known as Lots 9, 10, 11, 12, 21, 22, 23, and 24, in Block "F", New City Block 2526, on Merida and Hazel Streets in the City of San Antonio, Bexar County, Texas, used for church purposes, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the Most Rev. Robert E. Lucey, Archbishop of San Antonio, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious purposes.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson  
City Clerk

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05-333

AN ORDINANCE (583)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE OCCUPANCY GRANT TO THE UNITED STATES GOVERNMENT - FEDERAL SECURITY AGENCY, NATIONAL YOUTH ADMINISTRATION - ON FOUR BUILDINGS IN LA VILLITA.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to execute Occupancy Grant to the United States Government - Federal Security Agency, National Youth Administration - on Four buildings, known as the Weaving Building, the Caxias Building, the Guadalupe Building and the Canadian Building, all located in La Villita, at 416 Villita Street, in the City of San Antonio, Bexar County, Texas.

2. That said Occupancy Grant shall be for a period of five (5) years from October 1, 1941 to October 1, 1946, and said buildings shall be used for various types of arts and crafts shops all as more particularly set forth in Occupancy Grant, attached hereto and made a part hereof.

3. PASSED AND APPROVED this 13th day of October, A.D. 1941.

C. K. QUIN

Mayor

Attest:

Jas. Simpson  
City Clerk

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05-334

AN ORDINANCE (584)

AUTHORIZING AND DIRECTING ISSUANCE OF PERMITS TO LON D. FISHER FOR 25 ADDITIONAL TAXICABS.

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

That, after hearing of applications for permits to operate taxicabs, it is the opinion of the Commission that convenience and necessity require the granting of permits for 25 additional taxicabs; therefore, F. G. Vogler, Taxicab Inspector, is ordered and directed to recommend the issuance of permits to Lon D. Fisher, of San Antonio, Texas, to operate 25 additional taxicabs upon his filing bond as required and complying with all other provisions of the Taxicab Ordinance, and the License and Dues Collector of the City of San Antonio is authorized and directed to issue such licenses.

PASSED AND APPROVED this 13th day of October, A.D. 1941.

C. K. QUIN

Mayor

Attest:

Jas. Simpson  
City Clerk

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05-335

L E A S E

CITY OF SAN ANTONIO

with

B. A. SPEARS

(Benno Sheel House at New Municipal Airport)

THE STATE OF TEXAS,  
COUNTY OF BEXAR,  
CITY OF SAN ANTONIO.

1. THIS AGREEMENT OF LEASE, made this 11th day of September, A.D. 1941, between the City of San Antonio, a municipality of the State of Texas, acting by and through its Mayor duly authorized, hereinafter called "LESSOR", and B. A. Spears, an individual, hereinafter called "LESSEE", WITNESSETH:-

2. That the Lessor lets unto the Lessee, and the Lessee hires from the Lessor, that certain rectangular plot of land of the following dimensions: 134 ft. by 192.4 ft. by 137.4 ft. by 168.4 ft., being a part of the Benno Scheel Tract owned by the City of San Antonio, in the New Municipal Airport Area, in Bexar County, Texas, together with the improvements thereon located.

3. The term of this lease shall be for a period of six (6) months beginning on the date hereof, except that the Lessor shall have the right to terminate this lease at any time by giving the Lessee fifteen (15) days' notice in writing to vacate the premises. The rental shall be payable in advance, on the 11th day of each and every month, to the City of San Antonio, at the office of the License and Dues Collector of the City of San Antonio in the City Hall Building, San Antonio, Texas, at the rate of \$25.00 per month.

4. Lessee will take good care of the property, its fixtures and appurtenances and suffer no waste, and shall at his own expense maintain the same and return it in good order at the termination of the use thereof. Lessee agrees to pay for all expense of the maintenance of this house, including all water, gas and electricity used.

5. No change or addition to the building or its equipment shall be made except upon the written permission of the Lessor.

6. The Lessee shall not assign, transfer or sublet said property or any part thereof.

7. If the Lessee shall permit a breach of or shall fail in the performance of any covenants, conditions, provisions or terms contained in this lease, Lessor may terminate and end this lease, and the term and estate hereby granted, and all rights and interests herein, by giving Lessee fifteen (15) days' written notice of the Lessor's election to terminate this lease; and, at the expiration of the fifteen (15) days specified in said notice, this lease, and the term and estate thereby granted, and all rights and interests of the Lessee hereunder, shall cease, and expire; but nothing contained herein shall effect the Lessor's right to maintain summary proceedings for the non-payment of rent, as provided by statute, or to proceed against Lessee, as otherwise provided in this lease.

8. The Lessee shall pay to the Lessor the rent herein reserved on the days and in the manner herein provided, except that the rent for the first and last months shall be made at the signing of this lease.

9. The Lessee shall permit the said Lessor, or its agents, to enter said premises at reasonable hours to examine the same or to make such repairs or alterations therein as shall be necessary for the preservation thereof.

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

11. IN WITNESS WHEREOF, Lessor has caused this instrument to be executed, in duplicate, by its Mayor, with its corporate seal thereto affixed, and Lessee has executed this instrument, on this the 11th day of September, A.D. 1941.

CITY OF SAN ANTONIO,

By C. K. Quin Mayor

Lessor

B. A. Spears

Lessee

ATTEST:

Jas. Simpson

City Clerk

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L E A S E

CITY OF SAN ANTONIO

with

JOHN W. HAMILTON (Manager's House at Stinson Field)

05-336

THE STATE OF TEXAS,  
COUNTY OF BEXAR,  
CITY OF SAN ANTONIO.

1. THIS AGREEMENT OF LEASE, made this 1st day of August, A.D. 1941, between the City of San Antonio, a municipality of the State of Texas, acting by and through its Mayor duly authorized, hereinafter called "LESSOR", and John W. Hamilton, an individual, hereinafter called "LESSEE", WITNESSEITH:-

2. That the Lessor lets unto the Lessee, and the Lessee hires from the Lessor, that certain tract of land, together with the improvements thereon located, known as the Manager's House, situated at Stinson Field, in the County of Bexar and State of Texas.

3. The term of this lease shall be for a period of five (5) months beginning on the date hereof, except that the Lessor shall have the right to terminate this lease at any time by giving the Lessee fifteen (15) days' notice in writing to vacate the premises. The rental shall be payable in advance, on the 1st day of each and every month, to the City of San Antonio, at the office of the License and Dues Collector of the City of San Antonio in the City Hall Building, San Antonio, Texas, at the rate of \$35.00 per month.

4. Lessee will take good care of the property, its fixtures and appurtenances and suffer no waste, and shall at his own expense maintain the same and return it in good order at the termination of the use thereof. Lessee agrees to pay for all expense of the Maintenance of this house, including all water, gas and electricity used.

5. No change or addition to the building or its equipment shall be made except upon the written permission of the Lessor.

6. The Lessee shall not assign, transfer or sublet said property or any part thereof.

7. If the Lessee shall permit a breach of or shall fail in the performance of any covenants, conditions, provisions or terms contained in this lease, Lessor may terminate and end this lease, and the term and estate hereby granted, and all rights and interests herein, by giving Lessee fifteen (15) days' written notice of the Lessor's election to terminate this lease; and, at the expiration of the fifteen (15) days specified in said notice, this lease, and the term and estate thereby granted, and all rights and interests of the Lessee hereunder, shall cease, and expire; but nothing contained herein shall effect the Lessor's right to maintain summary proceedings for the non-payment of rent, as provided by statute, or to proceed against Lessee, as otherwise provided in this lease.

8. The Lessee shall pay to the Lessor the rent herein reserved on the days and in the manner herein provided, except that the rent for the first and last months shall be made at the signing of this lease.

9. The Lessee shall permit the said Lessor, or its agents, to enter said premises at reasonable hours to examine the same or to make such repairs or alterations therein as shall be necessary for the preservation thereof.

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

11. IN WITNESS WHEREOF, Lessor has caused this instrument to be executed, in duplicate, by its Mayor, with its corporate seal thereto affixed, and Lessee has executed this instrument, on this the 1st day of August, 1941.

Attest:

Jas. Simpson  
City Clerk

CITY OF SAN ANTONIO

By C. K. Quin Mayor

Lessor

John W. Hamilton

Lessee

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05-327

## AN ORDINANCE (604)

AUTHORIZING THE MAYOR TO EMPLOY AN AUDITOR OR AUDITORS TO MAKE A DETAILED AUDIT OF ALL DEPARTMENTS OF THE CITY OF SAN ANTONIO, EXCEPT THE WATER WORKS AND CARNEGIE LIBRARY DEPARTMENTS, FOR THE FISCAL YEAR ENDING MAY 31ST, 1941.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the Mayor of the City of San Antonio be and he is hereby authorized to employ an auditor or auditors, for the purpose of making a detailed audit of all the departments of the City of San Antonio, except the Water Works and Carnegie Library Departments, for the fiscal year ending May 31st, 1941.

2. That the sum of \$6,000.00 be and the same is hereby appropriated out of the 1941 General Fund, Audit Department, to be paid to such person or persons as may be hereafter designated as such auditor or auditors by the Mayor, in such amount or amounts, and at such times as may be shown by approved statement by the Mayor.

3. PASSED AND APPROVED this 16th day of October, A.D. 1941.

C. K. QUIN

M a y o r

ATTEST:

Jas. Simpson

City Clerk

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05-338

## AN ORDINANCE (607)

GRANTING PETITION OF F. C. VOGLER FOR REFUND OF TAXES PAID IN ERROR AND DUPLICATION; AND APPROPRIATING THE SUM OF \$32.71 IN PAYMENT OF SUCH REFUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the petition of F. C. Vogler, dated October 8th, 1941, requesting refund of \$32.71 paid on Receipt No. 53,251 on account of city taxes for the fiscal year 1938 on South 92 ft. of Lot 2, Block 3, New City Block 2657, said taxes having been paid on May 17, 1939 on Receipt No. 50,664.

2. That the sum of \$32.71 be and the same is hereby appropriated out of the Back Tax General Fund, in payment of said refund of said City taxes for the fiscal year 1938, in accordance with said petition.

3. PASSED AND APPROVED this 16th day of October, A.D. 1941.

C. K. QUIN

M a y o r

Attest:

Jas. Simpson

City Clerk

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05-339

## AN ORDINANCE (615)

CANCELLING CERTAIN TAXES ON THE CAPITAL STRUCTURE OF THE SAN ANTONIO LOAN & TRUST COMPANY.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the taxes in the amount of \$5,065.26 assessed against the Capital Structure of the San Antonio Loan & Trust Company, be and the same are hereby cancelled for the fiscal year 1939 for the reason that in making said assessment the Assessor failed to deduct from the assessment of the capital stock of the San Antonio Loan & Trust Company the assessed value of all real estate owned by said Company but simply took into consideration the assessed value of real estate situate within the corporate limits of the City of San Antonio, and the assessed value of all real estate in and out of the City of San Antonio being considerably in excess of the capital

surplus and undivided profits of the San Antonio Loan & Trust Company.

2. PASSED AND APPROVED this the 25th day of September, A.D. 1941.

C. K. QUIN

ATTEST:

M a y o r

Jas. Simpson

City Clerk

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05-340

AN ORDINANCE (614)

CANCELLING CERTAIN TAXES ON THE CAPITAL STRUCTURE OF THE SAN ANTONIO NATIONAL BANK OF SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the taxes in the amount of \$4,257.93 assessed against the Capital Structure of the San Antonio National Bank of San Antonio, Texas, be and the same are hereby cancelled for the fiscal year 1939 for the reason that in making said assessment the Assessor failed to deduct from the assessment of the capital stock of the San Antonio National Bank of San Antonio, Texas, the assessed value of all real estate owned by said Bank but simply took into consideration the assessed value of real estate situate within the corporate limits of the City of San Antonio, and the assessed value of all real estate in and out of the City of San Antonio being considerably in excess of the capital surplus and undivided profits of the San Antonio National Bank of San Antonio, Texas.

2. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

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05-341

AN ORDINANCE (631)

CREATING AND MANIFESTING LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND GEORGE KIMBRIEL FOR LEASE OF REFRIGERATING AND ENGINE ROOM OF MUNICIPAL MARKET HOUSE.

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

1. That this ordinance creates and manifests a lease contract between, the City of San Antonio, a municipal corporation, hereinafter called "LESSOR", and George Kimbriel, of San Antonio, Texas, hereinafter called "LESSEE", as follows:

2. Lessor lets unto Lessee, and Lessee hires and rents from Lessor, the Refrigerating and Engine Room, in the southeast corner of the Municipal Market House, in the City of San Antonio, Texas, for a period from October 23rd, 1941 to May 31st, 1943, both dates inclusive.

3. Lessee hereby expressly agrees to pay for Lessor, in advance, a monthly rental of \$100.00 per month from October 23rd, 1941, to May 31st, 1942, and the sum of \$110.00 per month from June 1st, 1942 to May 31st, 1943, said payments to be made at the office of the License and Dues Collector of the City of San Antonio, in the City Hall of the City of San Antonio, Texas, on the 1st day of each and every month during the life of this contract, except that payment of the rent for the pro rata part of the month of October, 1941 shall be made on October 23rd, 1941.

4. Lessee shall be permitted to deduct the sum of \$150.00 during the period of this lease for repairs to said room, provided he first secures the written approval of Lessor.

5. Lessee hereby expressly agrees that he shall not maintain a temperature, at any time, under 60 degrees Fahrenheit in said room.

6. Lessee expressly agrees that any permanent improvements that he shall make to said room, at his own expense, including shelving, shall belong to the Lessor at the termination of this lease.

7. It is expressly agreed and understood that all movable equipment placed on said property by the Lessee belonging to Lessee shall remain his property at the termination of this lease, and shall be removed immediately after the same is terminated.

8. Lessee expressly agreed that he shall use said room exclusively for the storage of bananas and for no other purpose whatsoever.

9. PASSED AND APPROVED this 23rd day of October, A.D. 1941.

HENRY F. HEIN

Mayor Pro Tem

ATTEST:

Jas. Simpson

City Clerk

10. The above lease contract is in all things accepted.

Geo. Kimbriel Lessee

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AN ORDINANCE (649)

PROVIDING FOR ADMISSION TO ALL BUSINESSES OPERATING UNDER AND BY VIRTUE OF A LICENSE FROM THE CITY OF SAN ANTONIO OF ALL PERSONS WHO ARE MEMBERS OF THE ARMED FORCES OF THE UNITED STATES OR ITS ALLIES, RESERVE OFFICERS TRAINING CORPS, BOY SCOUTS OF AMERICA, FIRE AND POLICE DEPARTMENTS OF THE CITY OF SAN ANTONIO, IN OR OUT OF UNIFORM, ANY GOVERNMENTAL EMPLOYEE IN OR OUT OF UNIFORM, WHEN NOT IN CONFLICT WITH STATE OR FEDERAL LAWS, AND CITIZENS OF THE LATIN-AMERICAN REPUBLICS OF THE WESTERN HEMISPHERE OR WHOSE RACIAL ORIGIN IS FROM SAME; AND PROVIDING FOR REVOCATION OF SUCH LICENSE BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO FOR VIOLATION OF SECTION I HEREOF.

WHEREAS, certain licensees doing business in the City of San Antonio under and by virtue of a license issued by the City of San Antonio have refused admission to such places of business to men in uniform who are members of the Armed Forces of the United States and its allies, or of the Reserve Officer's Training Corps, Boy Scouts of America, Fire and Police Departments of the City of San Antonio, and certain other governmental employees; and,

WHEREAS, friendly relations among the Nations of the American continent are greatly to be desired; and,

WHEREAS, the American Nations can be of tremendous influence toward securing and maintaining the peace of the world; and,

WHEREAS, the City of San Antonio is deeply and sincerely interested in promoting good will and mutual understanding among the nations of the Western Hemisphere; and,

WHEREAS, national defense requires greater unity of interests between the peoples of North and South America and at present there is no law in Texas and no ordinance in the City of San Antonio which guarantees equal accommodations, facilities and privileges to the Nationals of other Republics of this Hemisphere; and,

WHEREAS, the City of San Antonio is often referred to as the Gateway to the Republics south of the United States and desires to set an example of good will and mutual understanding; and,

WHEREAS, this is not possible where discriminatory tactics and practices prevail, and,

WHEREAS, such practices merely handicap the efforts of the United States Government to strengthen the bonds of friendship between the people of the United States and the peoples of the other American Republics; and,

WHEREAS, San Antonio citizens are furthermore desirous of continuing the good and profitable commercial relations existing between them and the peoples of the other American Republics; and,

WHEREAS, the other American Republics do not make odious and humiliating discriminations against our citizens, NOW, THEREFORE:- BE IT ORDAINED:

SECTION I. That it shall be unlawful for any licensee of the City of San Antonio doing business in the City of San Antonio under and by virtue of a license which has heretofore been issued, or which shall hereafter be issued, by the City of San Antonio, to deny admission to such place of business to any person merely because he is a member of the Armed Forces of the United States or its allies, of the Reserve Officers' Training Corps, of the Boy Scouts of America, of the Fire and Police Departments of the City of San Antonio, whether they be in or out of uniform, or to any governmental employee in or out of uniform, or because of citizenship in any Latin-American Republic of the Western Hemisphere, or merely because of racial origin therefrom, provided that the admission of said persons is not in conflict with any State or Federal laws.

SECTION II. Any license which shall have been heretofore granted or which shall hereafter be granted or issued by the City of San Antonio shall be subject to revocation by the Commissioners of the City of San Antonio, after due notice to the holder of such license and hearing thereon, upon proof of violation of Section I hereof.

SECTION III. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby expressly repealed.

PASSED AND APPROVED this 30th day of October, A.D. 1941.

C. K. QUIN

M a y o r

Attest:

Jas. Simpson

City Clerk

05-343  
- - -  
AN ORDINANCE (650)

GRANTING A FRANCHISE TO THE HEREINAFTER NAMED GRANTEE FOR THE PRIVILEGE OF OPERATING MOTOR VEHICLES ON THE STREETS, ALLEYS AND PUBLIC HIGHWAYS OF THE CITY OF SAN ANTONIO FOR THE PURPOSE OF TRANSPORTING PASSENGERS FOR HIRE FOR A PERIOD OF FIVE (5) YEARS, UPON THE TERMS AND CONDITIONS HEREINAFTER MENTIONED, PROVIDING FOR A REGULATION OF SAID SERVICE, PROVIDING FOR THE PAYMENT OF A GROSS RECEIPTS TAX FOR SUCH PRIVILEGE, PROVIDING FOR THE TERMINATION OF THE GRANT: PROVIDING FOR TAXICAB STANDS FOR USE OF GRANTEE, TO BE DESIGNATED BY THE CHIEF OF POLICE; FOR SUPERVISION BY THE LICENSE AND DUES COLLECTOR AND FOR THE SALE THEREOF.

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

SECTION 1. That a franchise is hereby granted to the Yellow Cab & Baggage Company of San Antonio, a Texas corporation, hereinafter designated "Grantee", to operate a taxicab service for a period of five (5) years, dating from June 1, 1941, on the streets, alleys and public ways within the City Limits of the City of San Antonio, for transporting passengers. The corporation, the grantee herein, shall be a corporation organized under the laws of the State of Texas with its principal and only place of business in San Antonio, Bexar County, Texas, where it shall maintain its headquarters, and provided, further, that it shall be considered a breach, or termination, of this grant by the grantee if there be any attempted assignment of the privilege granted herein to a corporation organized under the laws of any other state in the Union, and shall operate ipso facto as a termination of any and all rights of the grantee under this instrument.

SECTION 2. That the taxicabs operated or maintained under said franchise shall be used for the purpose of transportation of passengers and the personal luggage and baggage of such passengers.

SECTION 3. That all automobiles or vehicles used in connection with this taxicab service shall be operated in accordance with the laws of the State of Texas and ordinances of the City of San Antonio and/or future laws or amendments thereof, relating to or regulating the operation of motor vehicles upon streets or highways.

SECTION 4. The City of San Antonio, in granting this franchise, fully retains and reserves all the rights, privileges and immunities that it now has under the law to fully patrol and police the streets, alleys and public ways within the city, and the granting of this franchise shall in no way interfere with the right of the City of San Antonio to fully use said streets, alleys and public ways for any other public utility, nor shall this franchise in any way interfere with the improvement or maintenance of any other streets, alleys, and public ways, and the rights of the grantee herein to use said streets shall at all times be subservient to the right of the governing body of the City of San Antonio, to fully exercise its rights or control over said streets, alleys and public ways.

SECTION 5. That the grantee shall, commencing November 1, 1941, and during the remainder of the life of said franchise, pay the City of San Antonio at the office of the License and Dues Collector, in lawful money of the United States two and one-half (2½) per cent of the gross receipts of such grantee received or derived from the operation of said taxicab service as defined hereafter, after deducting from such two and one-half (2½) per cent of the gross receipts as defined herein, the proportionate part of all annual taxicab license fees paid to the City of San Antonio for the month for which such percentage is paid, which said remittance shall be made monthly on or before the fifteenth day of each calendar month for the preceding calendar month. The term "gross receipts" shall be construed to mean all the revenues derived from the operation of the taxicab business by the taxicab companies exclusive of the wages or percentages paid to the drivers. The compensation provided for in this section shall be in lieu of any other fares or charges imposed by any other ordinance now or hereafter in force during the life hereon except the taxicab license fee of Twenty Dollars (\$20.00) per car provided for in the present Taxicab Ordinance and ad valorem taxes levied, or to be levied, on property it owns.

SECTION 5-a. In the event it should come to pass during the five-year period of this franchise that the grantee should be deprived of public cab stands as hereinafter stipulated, then, in that event, the grantee will not be further bound and required to pay to the City two and one-half (2½) per cent of its gross receipts as hereinabove set out.

SECTION 6. It shall be the duty of the grantee to file with the License and Dues Collector of the City of San Antonio a sworn statement showing all receipts, which said verified statement shall be filed within ten (10) days following the end of each month. The grantee herein shall be required to install and adequately keep a system of bookkeeping to be approved by the License and Dues Collector, which books shall be subject to inspection of the governing body of the City of San Antonio and/or such persons as the City of San Antonio may designate, so as to enable the City of San Antonio to check the correctness of the accounts kept and in order to enable it to compute the amount of the gross receipts tax that may be due to the City.

Any neglect, omission or refusal by said grantee to file said verified statement, or to pay the said percentage of the said gross annual receipts at the times or in the manner hereinbefore provided, shall ipso facto work a forfeiture of said franchise and all rights thereunder to the City of San Antonio.

SECTION 7. The City of San Antonio expressly reserves the right to modify, amend, alter, change or eliminate any of the provisions of this franchise, during the life of the same, for the following purposes, to-wit:

(1) to eliminate or delete from the same such conditions as then prove obsolete or impractical;

(2) To impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those as may be deemed necessary for the purpose of insuring adequate service to the public.

SECTION 8. Notwithstanding what may be said in any other portion of this instrument with reference to the termination thereof, this right is granted subject to the provisions of Article 1, Sections 17 and 26 of the Constitution of the State, the applicable state laws, charter provisions, and such future laws as may be enacted by the Legislature, or amendments to the Constitution and the Charter of the City of San Antonio. Furthermore, the governing body of the City of San Antonio reserves the absolute right upon notice and a hearing, which said notice shall be given to the grantee not less than thirty (30) days before such hearing, to absolutely terminate this grant for any violations of the terms and provisions of this ordinance.

SECTION 9. The taxicab bond of the grantee herein now posted with the City Clerk of the City of San Antonio and the terms, conditions and stipulations stated therein shall remain in full force, and effect during the term of this franchise as is provided for in the present City Ordinance regulating and requiring the posting of taxicab bonds with the City of San Antonio.

SECTION 10. Except as specially set out herein, nothing herein contained shall be construed as exempting the grantee herein from complying with the provisions of the present ordinance of the City of San Antonio regulating taxicabs.

SECTION 11. That grantee shall file within ten (10) days after the final passage of this ordinance an acceptance of this grant.

SECTION 12. Vehicles operated under the terms of this franchise shall be known as "public service vehicles" and permits shall be issued to the grantee allowing any such vehicles while awaiting employment to stand at certain places upon the streets of the City of San Antonio to be designated by the Chief of Police in accordance with the attached list. Additional locations may be granted by the Chief of Police upon proper application being filed and the issuance of such permit or permits shall remain in absolute discretion of the Chief of Police who shall determine the public interest in the establishment of such stand or stands as petitioned for, as well as the number of vehicles which shall be authorized to occupy the same at any one time, together with such other reasonable regulations thereof as he may determine proper, which regulation shall require the operator of each such vehicle to remain in his said vehicle in the proper driver's position while occupying such stand, and no such stand shall ever be used so as to interfere with proper ingress and egress to abutting private property.

(a) The word "Taxicab" as used in this ordinance shall mean any public motor vehicle not conveying more than seven passengers, equipped with a taximeter not operating over a fixed route, or routes, and carrying a passenger, or passengers, by special trips to and from particular addresses as designated by the passenger, or passengers,

(b) The word "Taximeter" as used in this ordinance shall mean a mechanical device which records and indicates a charge or fare measured by the distance traveled, waiting time, and/or extra passengers.

(c) The stands hereby authorized are subject to the control of the Chief of Police, and subject to change at his will.

(d) Each of such stands shall be marked and properly designated under the supervision of the Chief of Police, and insofar as it is practicable shall be located by the Chief of Police so as to permit the use of present established loading and unloading zones by public service vehicles as described herein.

SECTION 13. That the grantee shall promptly pay all lawful ad valorem taxes and such other levies and/or assessments that may be lawfully imposed upon it. Failure to pay any of such char-

ges or either of them shall be deemed a breach of the privilege granted herein and the City, upon the happening of such event, may declare the rights of the grantee hereunder forfeited for such breach.

SECTION 14. Should it be determined that any clause, condition, or covenant of this franchise is, for any reason illegal or unenforceable, such clause, condition or covenant shall be disregarded and the existence of the same shall not effect the remaining clauses, conditions or covenants of this franchise.

SECTION 15. The grantee shall be obligated to discharge any claim or judgment against it finally established by law and the failure of the grantee to discharge any such claim so established for a period of sixty (60) days, shall ipso facto, work a forfeiture of this franchise.

SECTION 16. That any unwarranted and intentional neglect, failure or refusal of said grantee to comply with any of the conditions and stipulations contained in said franchise shall thereupon immediately ipso facto, effect a forfeiture thereof, and the said City by its City Commissioners, may thereupon declare said franchise forfeited, and may exclude said grantee from further use of the Streets of said City under said franchise, and said grantee shall thereupon and immediately surrender all rights in and to the same, and said franchise shall become null and void and of no effect.

SECTION 17. This ordinance shall become effective from and after the date of its passage.

PASSED AND APPROVED on this 4th day of December, A.D. 1941.

C. K. QUIN

M a y o r

ATTEST:

Jas. Simpson

City Clerk

ACCEPTED by the grantee, this 4th day of December A.D. 1941.

YELLOW CAB & BAGGAGE COMPANY

By J. M. Harris

President

ATTEST:

V. C. Glass

Secretary

IVORY-BLACK CABS.

Main Ave. North of Houston St.	2	Cabs
Ave. E. at Travis Street	2	"
Travis Street at North Alamo Street	3	"
Navarro Street at Travis Street	3	"
Romana Plaza	4	"
Pecan Street at St. Marys Street	3	"
Navarro Street South of College Street	4	"
Main Plaza	3	"
Travelers Hotel	2	"
200 Block Fredericksburg Road	4	"
2400 Block Broadway	3	"
Aransas Avenue at Hackberry Street	3	"
Carson Street at North New Braunfels Avenue	6	"
Market Street at South Alamo Street	3	"
College Street at St. Marys Street	3	"
Alamo Plaza	3	"
Fredericksburg Road at Michigan Avenue	3	"
2700 Block South Presa Street	3	"

YELLOW CABS.

Greyhound Bus, Navarro Street	2	Cabs
1715 Main Avenue	2	"
St. Anthony Hotel on Navarro Street	2	"
Crockett Street at St. Marys Street	3	"
Alamo Street at Houston Street	3	"
Tech Field, West Evergreen Street	4	"
South St. Marys Street at Villita Street	4	"
2700 Block Broadway	3	"

YELLOW CABS (cont'd)

Gunter Hotel, Side Door	2 Cabs
Alamo Stadium, Lot across from West Entrance, City Property	
City Airport	No limit

UNITED CABS.

Santa Rosa Avenue at West Commerce Street	4 Cabs
Pecos Street and Monterey Street	2 "
Concho Street at Matamoras Street	3 "
North Medina Street at M.P. Depot	2 "
218 South Santa Rosa Avenue	2 "

## AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the Ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: November 1, 3 and 4, 1941.

THORNTON HALL

Sworn to and subscribed before me this November 10, 1941.

W. A. DRUCE

Notary Public in and for Bexar County,  
Texas.

\* \* \*

05-344  
AN ORDINANCE (664)

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO  
TO EXECUTE RENEWAL OF LEASE FOR HANGAR FOR UNITED STATES ARMY  
RESERVE AIR CORPS AT STINSON FIELD.

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute Renewal of Lease for Hangar for United States Army Reserve Corps, at Stinson Field, near the City of San Antonio, Bexar County, Texas, for one year from and after July 1, 1941, original lease being No. W-163-qm-149, dated March 1, 1941; said renewal of lease ratifying, confirming and adopting the said original lease and all the terms and conditions thereof.

2. PASSED AND APPROVED this 6th day of November, A.D. 1941.

C. K. QUIN

M a y o r

ATTEST:

Jas. Simpson

City Clerk

\* \* \*

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

THIS AGREEMENT, made and entered into this the 17th day of October, A.D. 1941, by and between the City of San Antonio, a municipal corporation under the laws of the State of Texas, situate in the County of Bexar, Party of the First Part, hereinafter called "CITY"; and F. G. Rodgers, D. C. Chorpening and J. D. Anderson, of the County of Bexar, State of Texas, Party of

the Second Part, hereinafter called "CONTRACTORS", said agreement being made under the authority of the Charter and Ordinances of the City; WITNESSETH:-

1. 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 Contractors for themselves, their heirs, executors and administrators, as follows, to-wit:

2. The Contractors, at their own cost and expense, shall furnish all labor, material and accessories necessary and proper for the purpose, and, at their own cost and expense, make a comprehensive and detailed audit of every department of the City, except the Water Works Department and the Carnegie Library Department, and check in detail all revenues, cash receipts, funds, indebtedness and accruals; the scope of the audit not being limited to the mere summarization of the receipts and disbursements as shown on the records; for the period from June 1st, A.D. 1940 to the 31st day of May, A.D. 1941.

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

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

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

6. The Contractors acknowledge that they accept the above specifications of the work to be performed by them, and admit that the same is sufficient for its intended purpose, and that the work can be executed successfully and completed in accord therewith without any additional work other than such as is necessarily implied and included, and to be inferred herefrom, and that any details that may have been omitted in the description shall be done as if the same were specifically stated and without additional charge.

7. The Contractors shall give personal attention to the execution of this work, and shall employ only competent, skillful persons therefor; and, if at any time the Auditor shall notify the Contractors that any person employed in said work, is, in the opinion of the Auditor, incompetent, unsuitable, unskillful, disobedient or disrespectful toward the Auditor, any officer of the City, or any employee of the City, then the Contractors shall forthwith discharge such employee, and such employee shall not again be employed by the Contractors on said work without the written consent of the Auditor.

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

9. Should any dispute arise between the Contractors 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