

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. PASSED AND APPROVED this 29th day of August, A. D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson

City Clerk

OK-78  
- - -  
AN ORDINANCE (1609)

EXERCISING OPTION TO TERMINATE AGREEMENT, AND GIVING NOTICE THEREOF.

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

1. That the City of San Antonio does hereby exercise its option set forth in Section 1 of agreement entered into on the 12th day of May, 1942, by and between the City of San Antonio and James E. Johnson and Andrew Rubiola, doing business under the name and style of Playland Amusement Park, and does hereby terminate said agreement effective October 1, 1942, and does hereby give thirty (30) days notice of such intention to terminate said agreement, as required and set forth in the aforesaid agreement.

2. That the City Clerk be and he is hereby directed to send a certified copy of this ordinance to James E. Johnson and Andrew Rubiola, by registered mail, notifying them of the City's intention to terminate said agreement effective October 1, 1942.

3. PASSED AND APPROVED this 31st day of August, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson

City Clerk

OK-79  
- - -  
AN ORDINANCE (1624)

GRANTING THE PETITION OF MEDICAL & SURGICAL MEMORIAL HOSPITAL, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1935 AND YEARS SUBSEQUENT THERETO ON LOTS 8, 9 AND 10, BLOCK 9, CITY BLOCK 795, THE SOUTH 50 FEET OF THE N. 67.8 FEET OF LOTS 3 AND 4 (A-4), BLOCK 12, CITY BLOCK 796, AND LOT 3, SO. 11 FEET OF 2 & N. PT. OF 4 & S. W. PT. OF 5, ARB. "B", BLOCK 9/12, NCB 796, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lots 8, 9 and 10, Block 9, City Block 795; the South 50 feet of the N. 67.8 feet of Lots 3 and 4 (A-4), Block 12, City Block 796; and Lot 3, 11 ft. of 2 & N. pt. of 4 & S.W. pt. of 5, Arb. "B", Block 9/12, NCB 796, in the City of San Antonio, Bexar County, Texas, owned in the name of Medical & Surgical Memorial Hospital, be and is declared to be of an exempt character and not subject to taxation, and the petition of Medical & Surgical Memorial Hospital, dated August 26, 1942, attached hereto and made a part hereof, for cancellation of City taxes levied upon said property for the fiscal year 1935 and subsequent years is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1935 and fiscal years subsequent thereto, so long as same is used for the purposes provided by the charter of said Medical & Surgical Memorial Hospital.

2. PASSED AND APPROVED this 3rd day of September, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson

City Clerk

OK-80

## AN ORDINANCE (1625)

ACCEPTING BID OF J. T. BAKER TO HARVEST PECAN CROP IN CITY PARKS.

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

1. That the bid of J. T. Baker, of 3615 South Flores Street, San Antonio, Texas, dated August 26, 1942, attached hereto and made a part hereof, to harvest the pecan crop in Brackenridge Park, Riverside Park, Concepcion Park, Olmos Basin Park, Roosevelt Park, San Pedro Park and along the San Pedro Creek on North Laredo Street, in the City of San Antonio, for a consideration of 50 per cent of pecans harvested, be and the same is hereby accepted.

2. The said J. T. Baker declares that he has examined the places where said pecans are to be harvested and that they are safe for the performance of his contract and that if anything is to be done to protect the said Baker and his agents or the public, that the said Baker will do the same at his expense; and, the City of San Antonio will not be held liable for any character of damage sustained by Baker or his agents on the property of the City of San Antonio or for any damage that may result from the performance of his part of this contract.

3. The said J. T. Baker agrees hereby to exercise reasonable care in thrashing trees and to protect the City property with which he comes in contact in the performance of this contract, no spikes to be used on any trees, and only those trees designated by the City's agent designated so to do shall be thrashed and it is agreed that only one thrashing will be made of trees at the Brackenridge Park Golf Course. The said J. T. Baker hereby agrees to indemnify and reimburse the City for any damage of any character to any person or property caused by reason of the performance of this contract by the said Baker.

4. The City will furnish sacks for its share of the pecan crop, which said share shall be turned over to the person designated by the Park Commissioner, or same shall be sold by J. T. Baker and the money paid to the City by check made to the City of San Antonio, the Park Commissioner to decide which method of payment will be made when the pecan crop has been harvested.

5. This contract creates and manifests the contract under which the pecans are harvested, and it is performable in the City of San Antonio, County of Bexar and State of Texas.

6. The foregoing instrument in writing constitutes the entire consideration for this contract, there being no other written nor any parole agreement with any officer or employee of the City, it being understood that the Charter of the City requires all contracts to be in writing and adopted by the Commissioners.

7. All other bids for the harvesting of the pecans for the year 1942 are hereby rejected.

8. PASSED AND APPROVED this 3rd day of September, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson,  
City Clerk

APPROVED:

Commissioner of Sanitation, Parks and Public Property.

9. I hereby accept the above contract on the terms and conditions stated and hereby declare that I am an independent contractor.

/s/ J. T. Baker.

San Antonio, Texas.  
August 26th, 1942.

Hon. Mayor  
Commissioners  
Park Commissioner.  
City Clerk  
City of San Antonio, Texas.

Please accept my bid on gathering the pecan crop for the year of 1942 in the various Parks in the City of San Antonio, same being Brackenridge, San Pedro Riverside, Conception, Roosevelt, Olmis Basin, and along San Pedro Creek on North Laredo Street.

I will gather all pecans furnishing all necessary expense for same and will not hold the City responsible in any way for any one working and am willing to sign a contract to that effect.

I will protect all trees and agree not to damage same, and will either market the pecans or deliver them to any designated place the the park Commissioner designates.

I will gather said pecans on a 50-50% basis the City to get half, myself to get half.

Yours respectfully,

/s/ J. T. Baker

J. T. Baker,  
3615 South Flores St.  
San Antonio, Texas  
Phone L-2-0359

- - - §\  
AN ORDINANCE (1628)

ACCEPTING PROPOSAL OF MRS. ELLA EISENHAUER TO FURNISH THE CITY WITH GRAVEL FROM PIT LOCATED ON THE W. W. WHITE ROAD.

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

1. That the proposal of Mrs. Ella Eisenhauer, Route 3, Box 100, San Antonio, Texas, dated August 29, 1942, attached hereto and made a part hereof, to furnish the City of San Antonio with gravel from pit located on the W. W. White Road on land owned by Mrs. Eisenhauer, for the sum of 6 cents per cubic yard, payable monthly, be and the same is hereby accepted.

2. PASSED AND APPROVED this 5th day of September, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson

City Clerk

Route 3, Box 100  
San Antonio, Texas  
August 29, 1942

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

Gentlemen:

I, the undersigned hereby agrees to sell to the City of San Antonio gravel from pit located on the W. W. White Road, taken from land owned by me, for the sum of 6 cents per cubic yard, payable monthly.

This pit is located approximately 6 and  $\frac{1}{2}$  miles from the City of San Antonio and north of the Old Seguin Highway.

Respectfully submitted.

/s/ Mrs. Ella Eisenhauer

Ella Eisenhauer  
Route 3, Box 100  
Telephone - Rural 20 F 4

Witness

/s/ Tony Kosub.

- - - §<sup>2</sup>  
AN ORDINANCE (1629)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH SAN ANTONIO RIVER COMPANY, FOR CONCESSIONS ON BANKS OF SAN ANTONIO RIVER.

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 contract with San Antonio River Company, for concessions along and on banks of San Antonio River in the beautiful section thereof, term of said contract agreement to be five years and the consideration to be paid by said San Antonio River Company to be \$1,000.00 per annum, and said San Antonio River Company agrees to pay for all electric current used in the lighting of the beautified section of the San Antonio River as may be ordered by it, as per copy of contract attached hereto.

2. PASSED AND APPROVED this 5th day of September, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson

City Clerk

THE STATE OF TEXAS,

COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:-

FIRST: That this instrument in writing witnesseth a permit for the privileges as hereinafter specified between the City of San Antonio, acting herein by its Mayor, duly authorized by an ordinance passed and approved by the Commissioners of the City of San Antonio, hereinafter called "City", and the undersigned Licensee, San Antonio River Company, a private corporation duly chartered and existing under and by virtue of the laws of the State of Texas, and doing business in San Antonio, Bexar Ciunty, Texas, acting herein by its duly authorized President, Gordon Gasaway, to-wit:

SECOND: That the City grants to the Licensee for a term of five (5) years, from the date hereof, provided that the Licensee shall have a period of ninety (90) days before the expiration thereof to notify the City in writing of its option to renew this agreement for another term of five (5) years under such terms and conditions as may be agreeable to the parties hereto, the privileges and the concessions for the use of the banks of the San Antonio River for commercial purposes, and all such other property abutting on the beautified section of the San Antonio River, or any portion thereof, as the City and Licensee may by mutual consent designate for any use connected with the operation of boats and concession rights and privileges on said beautified section of the San Antonio River located between Fourth Street and the Plaza Hotel.

THIRD: The City agrees to keep in usable repair the wires and fixtures of the lighting system now in existence on the San Antonio River located in the aforesaid beautified section including the expense of replacement of light globes.

FOURTH: The City of San Antonio covenants and agrees to maintain and not decrease the present police protection on the San Antonio River in said beautified section.

FIFTH: The City further agrees, at its own expense, to continue its present policy of maintaining further beautification of the banks of the beautified section of the San Antonio River for the purpose of maintaining at least the present scope of beautification and the enhancement of said beautification of said section of the River in the future.

SIXTH: The City further agrees to provide Licensee with copies of the present existing plans showing all property owned by the City adjacent to the beautified section of the San Antonio River, and to permit Licensee to use, if mutually agreed to, any or all of said property for any purpose connected with the operations of boats and concession rights and privileges on the San Antonio River, excepting as herein otherwise stipulated; provided that the use by Licensee shall not interfere with the use of said property by the City for the storage of tools and equipment and other facilities now needed and used in the maintenance of the beautified section of said River, and

shall not impede or interfere with the use of such property by the City for flood control purposes and such other activities in which the City is presently engaged, or may hereafter be engaged, as a municipal corporation.

SEVENTH: The City further covenants to permit Licensee to use the banks of the San Antonio River in connection with the operation of boats and concession rights and privileges consisting of the dispensing of refreshments such as the sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn, and such other like supplies, provided, however that Licensee shall not operate cafe, restaurant, or like establishment, without the consent of the City, excepting, however, Licensee shall have the right and privilege of operating the outdoor cafe and chili queen stands at places designated and shown on plans and blue prints of the beautified section of the San Antonio River, it being understood and agreed that no permanent structures shall be erected upon the banks of the San Antonio River by Licensee, except as otherwise herein provided.

EIGHTH: The City expressly grants unto the Licensee, except as otherwise herein provided, the exclusive right and continued license for the term of this contract to all concession rights and privileges as hereinabove stated, including music and other entertainment on the beautified section of the San Antonio River and along the banks of same. It being fully understood by Licensee that its rights and privileges herein granted to it in no manner applies to Arneson Theatre as same is to remain at all times under the management and control of the City except as provided in paragraphs TENTH and ELEVENTH.

NINTH: The City further agrees that Licensee may sub-let all or any portion of the concession rights or privileges, but same shall be subject to all of the terms and conditions of this agreement and subject to the approval of the City, which shall act without undue delay.

TENTH: It is understood and agreed that the concession rights and privileges herein granted shall include the permanent concession stands at the Arneson River Theatre; provided, however, that the City and its servants, agents and employees shall have the right of ingress and egress into and from said concession stands at such times as in their opinion they deem it necessary in the performance of their official duties.

ELEVENTH: The City further grants unto the Licensee the right of the use of the River Theatre and all its facilities without any additional cost, and to make such admission charges as Licensee may deem proper and feasible, provided, however, that Licensee shall first make application for the use thereof to the Manager of La Villita, and obtain his consent thereto, and provided further that Licensee's use of such theatre shall not conflict with the use of same by the City or any other person, firm, or corporation.

TWELFTH: The City further agrees to permit Licensee, subject to the approval of the Electrical Inspector of the City, to install such additional electric wiring systems, including ornamental lighting facilities, as Licensee may deem convenient, and same shall be maintained by Licensee at its own cost and expense, including the expense of replacement of light globes.

THIRTEENTH: The City agrees to furnish Licensee such technical advice and plans of existing electric facilities or connections as may be needed in the use and operation of the existing electric facilities and in the installation of the electric devices and systems hereinbefore mentioned.

FOURTEENTH: The City further agrees to permit Licensee to make any and all such improvements as shall make the beautified section of the San Antonio River more attractive, provided that such improvements shall not constitute a flood hazard or detract from the beauty and landscape design of such River. Licensee covenants and agrees to submit plans and specifications for such improvements to the City Engineer for his approval before erecting same, and such improvements shall specifically include the right to build a concrete or other foundation or footing in the bottom

of the San Antonio River as may be necessary to perfect a merry-go-round device, and such other anchor along the bank of and under the bridges of the River as may be necessary to anchor barges or boats required in the operation of boats and concession rights and privileges on the beautified section of the San Antonio River. Provided, said specific rights shall be exercised subject to the approval of the plans and specifications by the City Engineer.

FIFTEENTH: The City agrees to issue special police commissions to such employees of Licensee as may be charged with the duty of policing the banks of the San Antonio River in accordance with the provisions of the statutes of the State of Texas and the ordinances of the City of San Antonio.

SIXTEENTH: The City may exclude and prohibit the placing of any objectionable advertising matter along the beautified section of the San Antonio River.

SEVENTEENTH: Products manufactured in the City of San Antonio shall receive preference, the price and quality being equal to the products manufactured elsewhere. The Licensee shall not permit substitutes or misrepresentation of products.

EIGHTEENTH: No indecent or obscene pictures of any kind shall be exhibited, sold or given away; the Licensee shall conduct the concessions in a quiet and orderly manner and shall permit no loud, boisterous or vulgar language at or near said places; no lewd women shall be permitted to work or loiter around places operated by Licensee; and no gambling games, lottery, punchboards or slot machines shall be exhibited or stored by Licensee.

NINETEENTH: 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 of San Antonio.

TWENTIETH: Nothing in this contract shall prevent the free, complete and unlimited use of the San Antonio River, its banks and sidewalks by the public for pleasure purposes, together with all the rights and privileges to which the public may be entitled, subject to the reasonable police powers of the City.

TWENTY-FIRST: Nothing herein shall operate in any manner to prevent the City of San Antonio and the legal custodian of the San Antonio River and its banks from permitting on and during any four (4) days (separate or consecutive) during any calendar year performances, displays, tournaments, pageants, amusements or sports for the benefit of the public and such privilege and permission carrying with it the rights and privileges herein given to Licensee, but same shall not interfere with operations of the concessions then being operated by Licensee, or cause the removal of same.

TWENTY-SECOND: The City shall have the right to withdraw or cancel any concession or privilege herein granted in case of emergency and after reasonable notice when it is deemed advisable and necessary for the best interests of the City of San Antonio, but in no event shall any right or privilege be withdrawn or cancelled for the purpose of entering into another privilege or concession contract or contracts.

TWENTY-THIRD: Licensee agrees to pay a maximum of One Thousand Dollars (\$1,000.00) per annum to the City at such time as the City actually engages in the work of cleaning the debris and underwater growth in the channel of the beautified section of the San Antonio River, and said sum to be paid in twelve (12) equal monthly installments.

TWENTY-FOURTH: Licensee agrees to pay for all electric current used in the lighting of the beautified section of the San Antonio River, but only for such light as may be ordered by Licensee. All bills shall be rendered by the City to Licensee monthly, and same shall be paid promptly upon receipt of such bills. Consumption of electricity shall be metered separately, and Licensee shall have the right to make all inspections as it deems necessary in connection therewith.

TWENTY-FIFTH: Licensee agrees to supplement the police protection on the beautified section

of the San Antonio River with such additional special police that it deems necessary for the proper policing of the banks of said River.

TWENTY-SIXTH: Licensee expressly agrees that in the construction and erection of improvements in the beautified section of the San Antonio River and on its banks, it will adhere strictly to the present policy on the part of the City to maintain the beautified section of the said River on an artistic plane and in conformance with the present atmosphere and the original intention, plans and designs of the River Beautification Board of the City of San Antonio.

TWENTY-SEVENTH: Licensee expressly agrees that design and construction of improvements shall remain free from the creation of an atmosphere of commercialism; but, on the contrary, such design and construction shall be in full conformity and in harmony with the present conditions and in the preservation of same.

TWENTY-EIGHTH: Licensee further agrees that in and around its concessions, stands and other parts of the River used by Licensee that it will at all times keep the same free from litter, papers, trash and other obstructions and in full conformity with the garbage, sanitary and health regulations of the City of San Antonio, and in conformity with the present appearance and beauty of those portions of the San Antonio River, and to achieve this end the City agrees that full cooperation will be given to Licensee.

TWENTY-NINTH: The City covenants that it will provide at its own expense the necessary black-out switches and all appliances relating thereto along the beautified section of the San Antonio River, and at such time as the black-out switches are installed and in working order, the Licensee agrees to accept full responsibility for all compliance with black-out regulations and orders; and agrees faithfully to comply therewith at all times.

THIRTIETH: The Licensee shall use all reasonable care to preserve the City property with which it comes in contact.

THIRTY-FIRST: Licensee shall furnish to City public liability insurance subject to limit of \$10,000.00 for any one person, and \$100,000.00 for any one accident involving two or more persons, and coverage on account of damage to property of others subject to limits of \$5,000.00 for any one accident with an aggregate limit of \$25,000.00, for the purpose of holding harmless, reimbursing and indemnifying the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, by or in any manner growing out of and caused by the Licensee's use, ~~misuse~~ or abuse of the premises herein demised. This agreement shall be binding on the Licensee, its successors and assigns, and the agents, servants and employees of Licensee, and also on its sub-licensee or sub-licensees, their agents, servants and employees, heirs and personal representatives, in the event of a sub-license as herein set out, and the insurance herein required and the property of Licensee placed on said River and banks of said River shall be subject to a lien to secure the City in the payment of any actual loss hereunder sustained by the City. All insurance must be approved by the Mayor of the City of San Antonio.

THIRTY-SECOND: The Licensee shall execute a bond in the amount of One Thousand Dollars (\$1,000.00), executed by a surety company authorized to do business in Texas, for the specific purpose of indemnifying the City against actual monetary loss sustained by said City due to Licensee's non-performance under paragraphs TWENTY-THIRD and TWENTY-FOURTH of this agreement, and which bond shall be approved by the Mayor of the City of San Antonio.

THIRTY-THIRD: It is understood and agreed that in the event Licensee fails or refuses to keep and perform any one or more of the conditions herein imposed as a condition precedent and a part of the consideration for the granting of this concession, then and thereupon the City may, at its option, cancel and terminate this agreement and all rights, benefits and privileges herein conferred upon Licensee. The City, however, agrees, before any such action is taken, to notify

the Licensee in writing of such alleged default, failure or refusal on part of Licensee, and to give the Licensee a reasonable time in which to restify such alleged breach of the condition or conditions contained herein.

THIRTY-FOURTH: It is further understood that nothing in this contract with reference to the River Theatre and its facilities nor the use of same by any other person, firm or corporation than the Licensee herein shall be construed as preventing the use of boats on any portion of the beautified section of the San Antonio River at any and all times, nor shall such provision be construed as in any manner impeding the use of a navigable stream as guaranteed by the statutes of the State of Texas. The City agrees to rent said River Theatre subject to all rights of the Licensee stipulated herein and to its right to navigate the entire beautified section of the San Antonio River under the ordinance regulating and licensing boats on same.

THIRTY-FIFTH: For the exclusive use of distributing the equipment required in the operation of boats and concession privileges at various stations along the beautified section of the San Antonio River, the Licensee shall have the right to use and operate in the beautified section of the San Antonio River one motorboat powered by an internal combustion engine or other engine of adequate power. Licensee agrees that this motorboat when in use will be operated at a slow speed and in a careful manner.

THIRTY-SIXTH: The City of San Antonio covenants to cooperate with the Licensee in obtaining adequate City water supply for the various concessions and other locations where such water supply is necessary. Unless otherwise mutually agreed upon in writing the Licensee will pay the entire expense of such water connections as the Licensee may request.

THIRTY-SEVENTH: All payments under paragraph TWENTY-THIRD shall be made at the office of the License and Dues Collector of the City of San Antonio, and this contract is performable exclusively in Bexar County, Texas.

THIRTY-EIGHTH: ADVISORY COMMITTEE. An advisory committee of five members shall be appointed for the purpose of assisting the Licensee under this contract and the City of San Antonio in connection with any matter connected with the provisions of this contract and the continuation of the beautification of the San Antonio River. The term of office of each member shall be for a five-year period, except that the first five members appointed to the committee shall have terms respectively for one, two, three, four and five years. The committee shall be appointed by the Mayor of the City of San Antonio.

THIRTY-NINTH: The foregoing instrument in writing constitutes the entire agreement for this contract, there being no other written or parole agreements with any officer or employee of the City; it being understood that the Charter of the City of San Antonio requires all of the contracts of the City to be in writing and adopted by ordinance.

FORTIETH: IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of C. K. Quin, Mayor of the City of San Antonio, and the corporate seal to be hereunto affixed and this instrument to be attested by the City Clerk; and the Licensee, San Antonio River Company, has lawfully caused these presents to be signed by its President, Gordon Gasaway, and the corporate seal to be hereunto affixed, and duly attested by its Secretary, this the 5th day of September, A.D. 1942.

Attest:  
/s/ Jas. Simpson, City Clerk  
(SEAL)

ATTEST:  
/s/ C. H. Quinn.  
(SEAL)

CITY OF SAN ANTONIO,

BY: /s/ C. K. Quin, Mayor.

SAN ANTONIO RIVER COMPANY,

BY: /s/ Gordon Gasaway, President.

## AGREEMENT

CITY OF SAN ANTONIO

WITH

F. G. RODGERS &amp; CO.

THE STATE OF TEXAS

COUNTY OF BEXAR.

THIS AGREEMENT, made and entered into this the 8th day of September, A.D. 1942, 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 & Co., a partnership consisting of 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. 1941 to the 31st day of May, A.D. 1942.

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 Auditor of the City of San Antonio shall be final and conclusive in such matter; and any doubt as to the meaning of any part of this contract shall be explained and decided conclusively by the City Attorney.

10. The Contractors shall not assign, transfer, convey or sub-let this contract, or any part thereof, without the consent of the City endorsed hereon in writing, and the Contractors shall not assign any of the moneys, or any other consideration, to become due and payable by the City under this contract.

11. 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 onehalf (7½) hours shall constitute a day's work under the per diem term, for services rendered.

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

13. In consideration of the faithful performance of this contract by the Contractors 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 Contractors for said work at the rate of \$25.00 per day for Senior Accountants and \$15.00 per day for Junior Accountants, the maximum not to exceed \$6,000.00.

14. The Contractors shall render a progress report on the 12th and 28th day of each month during the course of the work showing the nature and extent of the work done, the accounts examined 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 Contractors 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.

15. The Contractors shall not be paid any money in excess of the amount paid upon such estimate, unless and until each and all of the stipulations and requirements of this contract shall have been faithfully performed by the Contractors, and the final report delivered to the City, and accepted by the City, in accord with this contract, and such completion, delivery and acceptance, evidenced by a resolution of the Commissioners of the City of San Antonio.

16. Thirty (30) 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 Contractors the amount of the final estimate; taking into consideration all amounts previously retained

from the estimates remaining payable to the Contractors, 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 Contractors to the City, or claimed for labor furnished by any person, or which should be retained and held by the City for any reason.

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

18. The Contractors agree to execute with good sureties and deliver to the City a bond in the sum of \$2500.00 such as will be approved by the Mayor, conditioned that the Contractors will faithfully do the work and perform and comply with the conditions and stipulations of this contract, according to their tenor and purpose, all of which appears from said bond attached hereto and made a part hereof.

19. The Contractors will comply with all laws regulating labor and relating to employers and employees, and all other things being equal the Contractors shall use and employ San Antonio labor and material, and in the event the Contractors shall employ more than five (5) persons in the performance of the work described in this contract, every person employed shall be a qualified voter of the City of San Antonio.

20. IN WITNESS WHEREOF, said City of San Antonio, First Party herein, has lawfully caused these presents to be executed by the hand of C. K. Quin, Mayor of said City, and the corporate seal of said City to be hereunto affixed, and this instrument to be attested by the City Clerk; and the said F. G. Rodgers & Co., Contractors, Second Party herein, acting by the hand of F. G. Rodgers, thereunto duly authorized, does now sign, execute and deliver this instrument as the contract and agreement of said Second Party.

21. DONE at San Antonio, Texas, this the 8th day of September, A.D. 1942.

CITY OF SAN ANTONIO,

BY /s/ C. K. Quin, Mayor  
First Party.

ATTEST:

/s/ Jas. Simpson  
City Clerk.

(SEAL)

F. G. RODGERS & CO.,

BY /s/ F. G. Rodgers, Partner  
Second Party.

BOND

THE STATE OF TEXAS,

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

1. That we, F. G. Rodgers & Co., and The AEtna Casualty and Surety Company as sureties, do hereby acknowledge ourselves held and firmly bound unto the City of San Antonio, a municipal corporation, in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), for the payment of which well and truly to be made, in and unto the City of San Antonio, we hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally:

2. The conditions of this bond, however, are such that whereas the said F. G. Rodgers & Co., called Contractors or Principals, have made and entered into a certain contract in writing with the City of San Antonio for certain work generally described as a comprehensive and detailed audit of every department of the City, except the Water Works Department and the Carnegie Library De-

partment, and for the performance of divers other matters and things in connection with said work all of which appears in the contract which is made a part hereof.

3. NOW, THEREFORE, if the Contractors shall faithfully do and complete said work, and shall observe, perform and comply with all of the terms conditions, stipulations and undertakings in said contract, according to their intent and purposes, then and thereupon this obligation shall be and become null and void; but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous common obligation against the Principals, and each member of said principal parties hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted, and the liability of the sureties shall not be in any manner released, or diminished by any changes in the work authorized or directed by the City, nor the exercise, or the failure to exercise by the City, any right or remedy stipulated in the contract, or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and seals of incorporated parties, this the 8th day of September, A.D. 1942.

F. G. RODGERS & COMPANY

By: /s/ F. D. Rodgers, Partner  
Principals

THE AETNA CASUALTY AND SURETY CO.,

By: /s/ Travis D. Bailey,  
Resident Vice President

ATTEST:

/s/ F. W. Fresenius,  
Res. Asst. Secy.

(SEAL)

APPROVED:

/s/ C. K. Quin  
Mayor, City of San Antonio.

- - -  
AN ORDINANCE (1639) <sup>83</sup>

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE RENEWAL OF SURVEY AND EXPLORATION PERMIT IN FAVOR OF THE UNITED STATES OF AMERICA COVERING A TRACT OF LAND, SITUATE IN BEXAR COUNTY, TEXAS, AND BEING A PART OF THE NEW MUNICIPAL AIRPORT.

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 a Survey and Exploration Permit in favor of the United States of America covering a tract of land, situate in Bexar County, Texas, and being a part of the New Municipal Airport, copy of form of said Renewal of Survey and Exploration Permit being attached hereto and made a part hereof.

2. PASSED AND APPROVED this 10th day of September, A.D. 1942.

C. K. Quin

ATTEST: Jas. Simpson

MAYOR

City Clerk

COPY OF FORM OF SAID RENEWAL OF SURVEY AND EXPLORATION PERMIT ON PAGE 217

AN ORDINANCE (1640)<sup>84</sup>

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE SUPPLEMENTAL AGREEMENT COVERING A TRACT OF LAND CONTAINING 6.597 ACRES OUT OF SURVEY NO. 30 IN BEXAR COUNTY, TEXAS, WITH THE UNITED STATES GOVERNMENT.

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 Supplemental Agreement with the United States of America covering a tract of land containing 6.597 acres out of Survey No. 30, Manuel Leal, located in Bexar County, Texas, and said acreage being shown in red on the map attached hereto and made a part hereof. Form of lease attached hereto and made a part hereof.

2. This Supplemental Agreement is granted to the United States Government to furnish additional land for additional construction consisting of Post Chapel and Hospital.

3. PASSED AND APPROVED this 10th day of September, A.D. 1942.

C. K. Quin  
MAYOR

ATTEST:

Jas. Simpson  
City Clerk

FORM OF LEASE ATTACHED HERETO AND MADE A PART HEREOF, ON PAGE 219 .

- - -  
AN ORDINANCE (1641)<sup>85</sup>

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE EASEMENT TO THE UNITED STATES GOVERNMENT.

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 an Easement Right-of-way for a 12 inch outfall sewer line, in, across, over a tract of land lying north of and adjacent to Stinson Airport in San Antonio, Bexar County, Texas, as shown in red on the map attached hereto and made a part hereof. Form of easement attached hereto and made a part hereof.

2. This right-of-way is granted to the United States Government for the period of use by the Government.

3. PASSED AND APPROVED this 10th day of September, A.D. 1942.

C. K. Quin  
MAYOR

ATTEST:

Jas. Simpson  
City Clerk

FORM OF EASEMENT ATTACHED HERETO AND MADE A PART HEREOF, ON PAGE 220

AN ORDINANCE (1642) <sup>86</sup>

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE EASEMENT  
TO THE UNITED STATES GOVERNMENT.

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 Easement over and Right-of-way on a tract of land owned by the City of San Antonio in the San Jose City Burial Ground, as is shown in red on the map attached hereto and made a part hereof. Form of Easement attached hereto and made a part hereof.

2. This right-of-way is granted to the United States Government to furnish an access route to Stinson Field proper from the building area of the Government, and same shall be maintained by the Government at its expense, and the right-of-way hereby granted shall be for a period of the use by the Government.

3. PASSED AND APPROVED this 10th day of September, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Jas. Simpson

City Clerk

STATE OF TEXAS,     |

COUNTY OF BEXAR    |

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of San Antonio of Bexar County, Texas, acting herein by its Mayor, C. K. Quin, hereunto duly authorized, for and in consideration of the sum of One (\$1.00) Dollar cash in hand paid by the United States of America, the receipt and sufficiency of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED and do hereby GRANT, SELL AND CONVEY unto the United States of America and its assigns, an easement right-of-way, for access road and drainage ditch, in, across, over and upon all that certain lot, tract or parcel of land belonging to the City of San Antonio, Texas in Bexar County, Texas, and being more particularly described as follows:

Beginning at the monument on the southwest corner of the leased land now known as the Mobile Air Depot Groups, Stinson Field, Texas; thence south  $14^{\circ} 26'$  east, 378.9 feet; thence south  $45^{\circ} 22'$  west, 114.83 feet; thence north  $14^{\circ} 26'$  west, 378.9 feet; thence north  $45^{\circ} 22'$  east, 114.83 feet to point of beginning.

It is understood that this easement is to be used by the Government for access road and drainage ditch, but same not to sever traffic from San Jose Cemetery proper to the burial area known as Pauper's Field. The necessary fences, gates, culverts or bridges to be erected and maintained at the expense of the Government.

TO HAVE AND TO HOLD the above described easement right-of-way together with the free right of ingress, egress and regress unto the said United States of America and its assigns forever.

IT BEING HEREBY AGREED and understood that in the event the United States of America or its assigns shall permanently abandon said easement right-of-way herein above described then, and in that event, same shall immediately revert to the grantor and its assigns but the United States of America and its assigns shall be and are hereby granted the right and privilege of removing any and all property and equipment placed thereon.

IN WITNESS WHEREOF, the City of San Antonio has caused these presents to be executed by its Mayor, this the        day of September, A.D. 1942.

CITY OF SAN ANTONIO, TEXAS

ATTEST:

City Clerk.

By

Mayor

STATE OF TEXAS,  
COUNTY OF BEXAR.

BEFORE ME, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared C. K. Quin, known to me to be the person a nd officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of San Antonio, Texas, and that he executed the same, as the act of the said City, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this            day of September, A.D. 1942.

Notary Public in and for Bexar County, Texas.

- - -

FORM OF SAID RENEWAL OF SURVEY AND EXPLORATION PERMIT ATTACHED TO  
ORDINANCE (1639)

WAR DEPARTMENT

Office of the Chief of Engineers  
Construction Division  
Real Estate Branch

CONSTRUCTION, SURVEY & EXPLORATION PERMIT

STATE OF TEXAS  
COUNTY OF BEXAR

IN CONSIDERATION of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, hereinafter called the "Owner," grants to the United States of America, hereinafter called the "Government," a permit upon the following terms and conditions.

1. The owner hereby grants to the government an irrevocable right to enter upon the lands hereinafter described at any time within a period of Six months from the date of this instrument, in order to survey and carry out such other exploratory work as may be necessary in connection with the property; to erect buildings and any other type of improvement; and to perform construction work of any nature.

2. This permit includes the right of ingress and egress on other lands of the owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the government.

3. All tools, equipment, buildings, improvements and other properties placed upon the land by the government shall remain the property of the government and may be removed by the government at any time within a reasonable period after the expiration of this permit.

4. The government shall have the right to patrol and police the lands hereinafter described during the period of this permit.

5. The owner hereby waives and releases any and all claims for damages arising from the activity of the government, its officers, agents, employees, representatives or assigns on said land, in the reasonable exercise of this permit.

6. The land affected by this permit is located in the State of Texas, County of Bexar, and is described as follows:

A tract of land with buildings, improvements and appurtenances thereto belonging situated in in the County of Bexar, State of Texas, and containing 240.64 acres of land more or less within the boundaries of the San Antonio Municipal Airport and being more particularly described as follows:

BEGINNING at a point, the intersection of an offset line 475 feet north-wardly from and parallel to the center line of Runway 5-14 and an offset line 475 feet eastwardly from

and parallel to the center line of Runway 1-8 as shown on the original plans of the Airport: Thence South  $4^{\circ} 36' 24''$  East a distance of 2,297.33 feet to a point in the northeast edge of the concrete pavement on Runway 4-11: Thence S  $48^{\circ} 18'$  East, a distance of 144.79 feet with the said Northeast edge of the concrete pavement on Runway 4-11 to a point in the same; Thence North  $4^{\circ} 36' 24''$  West, a distance of 2,402.04 feet to a point in the said offset line 475 feet northwardly from and parallel to Runway 5-14: Thence North  $86^{\circ} 43' 06''$  East, a distance of 1,866.82 feet with the said offset line 475 feet northwardly from and parallel to the center line of Runway 5-14 to a point in said line: Thence South  $71^{\circ} 38' 54''$  East, a distance of 417.81 feet to a point in the northwest edge of the concrete pavement on Runway 9-16: Thence North  $40^{\circ} 50' 42''$  East, a distance of 108.23 feet with and in the line of the said northwest edge of the concrete pavement on Runway 9-16 extended, to a point in said line: Thence North  $71^{\circ} 38' 54''$  West, a distance of 405.88 feet to a point in an offset line 475 feet northwestwardly from and parallel to the center line of Runway 9-16: Thence North  $40^{\circ} 50' 42''$  East, a distance of 1,864.69 feet to a point in the Northeast property line of the said Airport Site, the same being the southwest property of the Ritters Road: THENCE North  $50^{\circ} 11'$  West, a distance of 525.11 feet with the said northeast property line of the Airport Site, to a point in said line, said point being on the north side of the channel of Salado Creek: Thence South  $46^{\circ} 41' 54''$  West, a distance of 860.61 feet to a point on top of the south bank of Salado Creek; Thence North  $83^{\circ} 00' 30''$  West, a distance of 485.45 feet along the top of the south bank of Salado Creek: Thence North  $30^{\circ} 20' 06''$  West, a distance of 1,119.50 feet to a point northeast of Salado Creek: Thence South  $86^{\circ} 41' 42''$  West, a distance of 2,662.82 feet to a point: Thence South  $86^{\circ} 27' 42''$  West, a distance of 220.38 feet to a point: Thence North  $3^{\circ} 18' 33''$  West, a distance of 948.47 feet to a point: Thence North  $48^{\circ} 36' 30''$  West, a distance of 571.31 feet to a point in a fence line the southeast property line of the J. H. DeKunder 43.49 acre tract and a portion of the northwest property line of the Airport Site: Thence South  $41^{\circ} 47' 16''$  West, a distance of 418.95 feet with the said fence line along the southeast property line of the J. H. DeKunder 43.49 acre tract to the south corner of said tract and the east corner of the M. J. McKeon 31.47 acre tract: Thence South  $32^{\circ} 23' 58''$  West, a distance of 1,319.50 feet with the southeast property line of the M. J. McKeon 31.47 acre tract and a portion of the northwest boundary of the Airport Site, to the south corner of the said M. J. McKeon tract: Thence North  $48^{\circ} 24' 32''$  West, a distance of 878.65 feet with the southwest fence line of the said M. J. McKeon 31.47 acre tract and along a portion of the Northwest boundary of the Airport Site, to a point in said fence line, the east corner of the R. C. Smith 0.90 acre tract extended, a distance of 413.75 feet to a point in an offset line 175 feet northeastwardly from and parallel to the center line of Runway 3-12; Thence South  $42^{\circ} 44' 54''$  West, with the Southeast property line of the said R. C. Smith 0.90 acre tract extended, a distance of 413.75 feet to a point in an offset line 175 feet northeastwardly from and parallel to the center of line of Runway 3-12: Thence S  $48^{\circ} 20' 08''$  E., a distance of 1,116.91 feet with the said offset line 175 northeastwardly from and parallel to the center line of Runway 3-12 to a point: Thence S  $71^{\circ} 35' 12''$  E., a distance of 1,209.49 feet to a point: Thence S  $78^{\circ} 39' 24''$  W., a distance of 1,886.09 feet to a point in the extended line of the northeast edge of the concrete pavement of Runway 4-11: Thence S  $48^{\circ} 18'$  E., a distance of 125.17 feet with the said line to a point in the east edge of the said concrete pavement on Runway 4-11: Thence N  $78^{\circ} 39' 24''$  E., a distance of 1,986.78 to a point: Thence S  $71^{\circ} 35' 12''$  E., a distance of 96.01 feet to a point the center of the storm drain manhole at

the south intersection of Runway 17-18 and 2-7: Thence N 74° 13' 20" E., a distance of 156.69 feet to a point in the east edge of the concrete pavement on Runway 2-7; Thence S 57° 47' 36" E., a distance of 1,351.82 feet to a point in the said offset line 475 feet eastwardly from and parallel to the center line of Runway 1-8: Thence S 3° 17' 24" E., a distance of 642.12 feet with the said offset line 475 feet eastwardly from and parallel to the center line of Runway 1-8 to the point of beginning.

7. That the Government will install, operate and maintain a complete field lighting system for the entire Airport, in accordance with A.N.C. regulations, exclusive of the civil building area.

8. That the Government will install sewage disposal system on said leased land and will permit the City of San Antonio to make the necessary connections for disposal of sewage from its said Airport free of charge or expense to the City.

9. That the City of San Antonio shall have the right to use water from water well located in Gravel Pit in Salado Creek bed; and the City further reserves the right and title to all of the gravel in the leased area, removal of same by the City to be at the consent of the Commanding Officer of the Air Support Base located on the leased premises.

10. WITNESS the hand of C. K. Quin, Mayor of the City of San Antonio, attested by the City Clerk, and the seal of the City of San Antonio affixed thereto, this 10th day of September, A.D. 1942.

CITY OF SAN ANTONIO

BY

MAYOR

ATTEST:

CITY CLERK

- - -

FORM OF LEASE ATTACHED TO ORDINANCE NO. (1640)

SUPPLEMENTAL AGREEMENT

WHEREAS, under date of July 10, 1941, lease W359 Eng-3686 was entered into between the CITY OF SAN ANTONIO and the UNITED STATES OF AMERICA, covering a tract of land containing 247.51 acres, more or less, consisting of the San Antonio Municipal Airport, known as Stinson Field, and land adjacent thereto, being a part of the Manuel Leal Survey Number 30, to be used as a Military Reservation and Airport, U. S. Army Air Corps, and

WHEREAS, the above numbered and referred to lease was amended by supplemental agreement dated February 6, 1942 to provide for the joint use and occupancy of the land by the City of San Antonio until June 30, 1942, and

WHEREAS, the above numbered and referred to lease was further amended by supplemental agreement dated March 25, 1942 to provide for additional area for said Reservation and Airport, the erection of a fence separating burial park from the leased premises, the removal of shrubbery from the leased premises, and the moving of valves in connection with water main crossing the leased premises, and

WHEREAS, the above numbered and referred to lease was further amended by supplemental agreement dated June 15, 1942, to provide the United States of America necessary additional acreage for said Reservation and Airport, and

WHEREAS, the above numbered and referred to lease was further amended by supplemental agreement effective of July 1, 1942 to provide for the joint use and occupancy of the land by the City of San Antonio until such time as other airport facilities are completed and available for use, but in no event later than September 30, 1942, and

WHEREAS, the Government desires to lease an additional tract of land for additional construction consisting of Post Chapel and a One Hundred and Fifty One (151) bed post Hospital, and

WHEREAS, the City of San Antonio agrees to lease 6,597 acres at no additional cost to the Government,

NOW, THEREFORE, effective August 18, 1942, the above numbered and referred to lease is amended as follows:

Article 2 is amended by adding the following:

"Also a tract of land containing 6.597 acres out of Survey No. 30 (Manuel Leal) located in Bexar County, Texas and more particularly described as follows:

Beginning at a monument, the northwest corner of the property occupied by the two (2) Mobile Depot Groups, Stinson Field, Texas, thence N 00° 7' E, 201.0 feet, thence N 45° 21' E. 140.6 feet, thence S 89° 56' E, 835.72', thence S 14° 26' E, 309.85 feet, thence N 89° 56' W. 1013.4 feet, to the point of beginning".

Article 6 of said lease is amended by adding the following:

"The Government shall build fences separating the Burial Park from the herein described additional 6.597 acre tract.

The Burial Park shall have the privilege of removing any and all trees and shrubbery from said additional 6.597 acre tract at the direction of the District Engineer, Engineer Department at Large."

It is agreed and understood that the above numbered and referred to lease is changed in this respect and this respect only, all other terms and conditions to be and remain the same.

WITNESS our hands this the                    day of September, A.D. 1942.

CITY OF SAN ANTONIO, TEXAS

By:

MAYOR

ATTEST:

CITY CLERK

UNITED STATES OF AMERICA

WITNESS:

BY: \_\_\_\_\_

\_\_\_\_\_ as to

FORM OF EASEMENT ATTACHED TO ORDINANCE (1641)

STATE OF TEXAS

¶

COUNTY OF BEXAR

¶

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of San Antonio of Bexar County, Texas, acting herein by its Mayor, C. K. Quin, hereunto duly authorized, for and in consideration of the sum of One (\$1.00) Dollar cash in hand paid by the United States of America, the receipt and sufficiency of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD AND CONVEYED and do hereby GRANT, SELL and CONVEY unto the United States of America and its assigns, an easement right-of-way for a twelve (12) inch outfall sewer line, in, across, over and upon all that certain lot, tract or parcel of land belonging to the City of San Antonio, Texas, lying North of and adjacent to Stinson Airport, in San Antonio, Bexar County, Texas,

and being more particularly described as follows:

Beginning at a point in the common property line between Stinson Airport and City Burial Park, S 77° 12' E, 149.67' from the west corner of said City Burial Field; thence N. 02° 41' E, 172.45' to a point in the northwest property line of City Burial Field, said point bearing N. 45° 22' E. from the west corner of said City Burial Field; thence N 45° 22' E with said northwest property line of City Burial Field, 6.85' to a point; thence S. 02° 41' W, 178.41' to a point on the common property line between Stinson Airport and City Burial Park; thence N 77° 12' W, along said common property line 5.15' to the place of beginning, containing .02 acres, more or less.

TO HAVE AND TO HOLD the above described easement right-of-way together with the free right of ingress, egress and regress unto the said United States of America and its assigns forever.

IT BEING HEREBY AGREED and understood that in the event the United States of America or its assigns shall permanently abandon said easement right-of-way herein above described then, and in that event, same shall immediately revert to the grantor and its assigns but the United States of America and its assigns shall be and are hereby granted the right and privilege of removing any and all pipes and other equipment placed thereon.

IN WITNESS WHEREOF the City of San Antonio has caused these presents to be executed by its Mayor, this the        day of September, A.D. 1942.

CITY OF SAN ANTONIO

By

MAYOR

ATTEST:

Jas. Simpson

City Clerk

AN ORDINANCE (1643) <sup>87</sup>

DEFINING RESTAURANT, ITINERANT RESTAURANT, EMPLOYEE, UTENSILS, HEALTH OFFICER, REQUIRING PERMITS FOR THE OPERATION OF SUCH ESTABLISHMENTS: PROHIBITING THE SALE OF ADULTERATED, UNWHOLESOME OR MISBRANDED FOOD OR DRINK: REGULATING THE INSPECTION, GRADING, REGRADING, AND PLACARDING OF SUCH ESTABLISHMENTS, THE ENFORCEMENT OF THIS ORDINANCE, AND THE FIXING OF PENALTIES.

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

SECTION 1. DEFINITIONS: The following definitions shall apply in the interpretation and enforcement of this Ordinance:

(a) The term "restaurant" shall mean restaurant, coffee shop, cafeteria, short order cafe, luncheonette, tavern, sandwich stand, soda fountain, and all other public eating and drinking establishments, as well as kitchens in which food and drink are prepared for sale elsewhere to the public.

(b) The term "itinerant restaurant" shall mean one operating for a temporary period in connection with a fair, carnival, circus, public exhibition, or other similar gathering.

(c) The term "employee" shall mean any person who handles food or drink during preparation or derving, or who comes in contact with any eating or cooling utensils, or who is employed at any time in a room in which food or drink is prepared or served.

(d) The term "utensils" shall include any kitchenware, tableware, glassware, cutlery, utensils, containers, or other ewuipment with which food or drink comes in contact during storage preparation or serving.

(e) The term "Health Officer" shall mean the Health Officer of the City of San Antonio or his authorized representative.

(f) The term "person" shall include both singular and plural, and shall mean and embrace any individual, firm, corporation, association, partnership or society and their agents, servants or employees.

## SECTION 2. PERMITS:

(a) It shall be unlawful for any person to operate a restaurant in the City of San Antonio who does not possess an unrevoked permit from the Health Officer, and in whose place of business such permit is not posted in a conspicuous place, Only persons who comply with the requirements of this Ordinance shall be entitled to receive and retain such a permit.

(b) Such a permit may be suspended or revoked by the Health Officer upon violation by the holder of any of the terms of this Ordinance.

SECTION 3. PLACARDING OR PUBLIC DISPLAY OF GRADE NOTICE: Every restaurant shall display at all times, in a place designated by the Health Officer, a notice of approval by the Health Officer, stating the grade of the establishment.

SECTION 4. EXAMINATION AND CONDEMNATION OF UNWHOLESOME OR ADULTERATED FOOD OR DRINK: Samples of food and drink shall be taken and examined by the Health Officer as often as he deems necessary for the detection of unwholesomeness or adulteration. The Health Officer may condemn and forbid the sale of, or cause to be removed or destroyed, any food or drink which he deems unwholesome or adulterated.

SECTION 5. INSPECTION OF RESTAURANTS: (a) Where there is a violation of any item of sanitation required by law, the Health Officer shall make a second inspection after a reasonable lapse of time for the defect to be remedied, and the second inspection shall be used in determining compliance with the health grade and other requirements of this Ordinance. Any violation of the same item of this Ordinance on two consecutive inspections shall call for immediate re-grading of said restaurant, and in addition the suspension of said permit, if such suspension is necessary for the protection of Public Health.

(b) One copy of the inspection report shall be posted by the Health Officer upon an inside wall of the restaurant, and said inspection report shall not be defaced or removed by any person except the Health Officer. The removing of said inspection report by any person except the Health Officer, shall be unlawful, and a violation of this Ordinance.

SECTION 6. THE REGULATING OF RESTAURANTS: The regulating of all restaurants shall be based upon the following standards:

## SANITATION REQUIREMENTS FOR GRADE A RESTAURANTS.

All Grade A Restaurants shall comply with all of the following items of sanitation:

ITEM: 1. FLOORS: The floors of all rooms in which food or drink is stored, prepared, or served, or in which utensils are washed, shall be of such construction as to be easily cleaned, shall be smooth, and shall be kept clean and in good repair.

ITEM 2. WALLS AND CEILINGS: Walls and ceilings of all rooms shall be kept clean and in good repair. The walls of all rooms in which food or drink is prepared or utensils are washed shall have a smooth, washable surface up to the level reached by splash or spray.

ITEM 3. DOORS AND WINDOWS: When flies are prevalent, all openings into the outer air shall be effectively screened and doors shall be selfclosing unless other effective means are provided to prevent the entrance of flies.

ITEM 4. LIGHTING: All rooms in which food or drink is stored or prepared or in which utensils are washed shall be well lighted.

ITEM 5. VENTILATION: All rooms in which food or drink is stored, prepared, or served, or in which utensils are washed, shall be well ventilated.

ITEM 6. EVERY restaurant shall be provided with adequate and conveniently located toilet facilities for its employees conforming with the Ordinances of the City of San Antonio. In restaurants hereafter constructed toilet rooms shall not open directly into any room in which food, drink, or utensils are handled or stored. The doors of all toilet rooms shall be selfclosing.

Toilet rooms shall be kept in a clean condition, in good repair, and well lighted and ventilated, hand-washing signs shall be posted in each toilet room used by employees. In case privies or earth closets are permitted and used, they shall be separate from the restaurant building, and shall be of a sanitary type constructed and operated in conformity with the standards of the State Board of Health of the State of Texas.

ITEM 7. WATER SUPPLY: The water supply shall be easily accessible to all rooms in which food is prepared or utensils are washed, and shall be adequate, and of a safe sanitary quality.

ITEM 8. LAVATORY FACILITIES: Adequate and convenient handwashing facilities shall be provided, including warm water, soap, and approved sanitary towels, the use of a common towel is prohibited. No employee shall resume work after using the toilet room without first washing his or her hands.

ITEM 9. CONSTRUCTION OF UTENSILS AND EQUIPMENT. All multi-use utensils and all show and display cases or windows, counters, shelves, tables, refrigerating equipment, sinks, and other equipment or utensils used in connection with the operation of a restaurant shall be so constructed as to be easily cleaned, and shall be kept in good repair.

ITEM 10: CLEANING AND BACTERICIDAL TREATMENT OF UTENSILS AND EQUIPMENT:

(a) All equipment, including display cases or windows, counter, shelves, tables, refrigerators, stoves, hoods, and sinks shall be kept clean and free from dust, dirt, insects and other contaminating material. All cloths used by waiters, chefs and other employees shall be clean. Single-service containers shall be used only once.

(b) All multi-use utensils used in the preparation or serving of food and drink shall be thoroughly cleaned and effectively subjected to an approved bactericidal process immediately following the day's operation. By approved bactericidal process is meant the application of any method or substance for the destruction of pathogens and all other organisms so far as practicable, which in the opinion of the Health Officer, is effective, and does not adversely affect the equipment, or the food, or drink, or the health of the consumer.

ITEM 11. STORAGE AND HANDLING OF UTENSILS AND EQUIPMENT.

After bactericidal treatment no utensils shall be stored except in a clean dry place protected from flies, dust, or other contamination, and no utensil shall be handled except in such a manner as to prevent contamination as far as practicable. Single-service utensils shall be purchased only in sanitary containers, shall be stored therein a clean dry place until used, and shall be handled in a sanitary manner.

ITEM 12. DISPOSAL OF WASTES. All wastes shall be properly disposed of, and all garbage and trash shall be kept in suitable receptacles in such manner as not to become a nuisance.

ITEM 13. REFRIGERATION. All readily perishable food or drink shall be kept at or below 50° F. except when being prepared or served. Waste water from refrigeration equipment shall be properly disposed of.

ITEM 14. WHOLESOMENESS OF FOOD AND DRINK. All food and drink shall be wholesome and free from spoilage. All milk, fluid milk products, ice cream, and other frozen deserts served shall be from sources approved by the Health Officer. Milk and fluid milk products shall be served in the original containers in which they were received from the distributor, or from a bulk container equipped with an approved dispensing device; provided, this requirement shall not apply to cream, which may be served from the original bottle, or from a dispenser approved for such service. All oysters, clams, and mussels shall be from approved sources.

ITEM 15: STORAGE AND DISPLAY OF FOOD AND DRINK: All food and drink shall be so stored and displayed as to be protected from dust, flies, vermin, unnecessary handling, droplet infection, overhead leakage, and other contamination. No animals or fowls shall be kept or allowed in any

room in which food or drink is prepared or stored. All means necessary for the elimination of flies shall be used.

ITEM 16: CLEANLINESS OF EMPLOYEES: All employees shall wear clean outer garments, and shall keep their hands clean at all times while engaged in handling food, drink, utensils, or equipment.

ITEM 17: MISCELLANEOUS:

(a) All employees in restaurants must show certificates of completion of training from the San Antonio Food Handlers' Public Health Training School. This requirement to be effective six months after the passage of this Ordinance.

(b) All permits shall be issued by the Health Officer free of charge, but a restaurant shall not be operated as such until license has been duly issued by the License and Dues Collector of the City of San Antonio, as required under the terms and conditions set forth in Ordinance passed and approved May 31st 1918, entitled "AN ORDINANCE DEFINING FOOD PRODUCTS ESTABLISHMENTS AND REQUIRING THE LICENSING OF SAME".

(c) All future restaurants from which food is to be served in the City of San Antonio which are hereafter constructed shall conform in their construction and location to the requirements of the Health Officer, and same shall not be less than the Grade "B" requirements of this Ordinance.

(d) All future restaurants from which food is to be served in the City of San Antonio which are to be operated at a location previously occupied by some type of business other than a restaurant shall conform to the requirements of this Ordinance.

(e) All future restaurants from which food is to be served in the City of San Antonio which are to be operated under new management at a location previously occupied by another restaurant before reopening shall conform to the requirements of the Health Officer, and same shall not be less than the Grade "B" requirements of this Ordinance.

SANITATION REQUIREMENT FOR GRADE "B" RESTAURANTS: Grade "B" restaurants are those which fail to comply with Items 1, 2, 4, 5, or 17, but which conform with all other items of sanitation required for GRADE "A" RESTAURANTS.

The above definition is designed to represent restaurants which fail to meet certain GRADE "A" RESTAURANT requirements that are not of major public health significance. Restaurants which fail to meet any one of the more important of the GRADE "A" RESTAURANT requirements on two successive inspections shall be immediately regraded.

SANITATION REQUIREMENTS FOR ITINERANT RESTAURANTS:

(a) Itinerant restaurants shall be constructed and operated in a manner approved by the Health Officer.

(b) An itinerant restaurant shall be approved only if it complies with the following sanitation requirements:

SECTION 7: GRADES OF RESTAURANTS WHICH MAY OPERATE: From and after 12 months from the date on which this Ordinance takes effect no restaurant shall be operated within the City of San Antonio, or its police jurisdiction, unless it conforms with the GRADE "A" or GRADE "B", or approved ITINERANT RESTAURANT requirements of this Ordinance; and when any restaurant fails to qualify for any of these grades the Health Officer is authorized to revoke the permit, or in lieu thereof to re-grade the restaurant, and permit its operation during a temporary period not exceeding 30 days.

SECTION 8: REINSTATEMENT OF PERMIT: SUPPLEMENTARY REGRADING:

Any restaurant the grade of which has been lowered and all grade displays have been changed accordingly, or the permit of which has been suspended by said Health Officer may at any time make application for regrading or the reinstatement of the permit.

SECTION 9: POISONOUS SUBSTANCES: No poisonous article, polish, or other poisonous material shall be used for the cleaning or polishing of utensils.

SECTION 10: NOTIFICATION OF DISEASE: Notice shall be sent to the Health Officer immediately by the restaurant manager or by the employee concerned if he or any employee contracts any infectious, contagious, or communicable disease, or has a fever, a skin eruption, a cough lasting more than 3 weeks, or any other suspicious symptom. It shall be the duty of any such employee to notify the restaurant manager immediately when any of said conditions obtain, and if neither the manager nor the employee concerned notifies the Health Officer immediately when any of said conditions obtain, they shall be held jointly and severally to have violated this Section. A placard containing this Section shall be posted in all toilet rooms.

SECTION 11. PROCEDURE WHEN INFECTION SUSPECTED: When suspicion arises as to the possibility of transmission of infection from any restaurant employee the Health Officer is authorized to require any or all of the following measures; (1) the immediate exclusion of the employee from all restaurants;

(2) the immediate closing of the restaurant concerned until no further danger of disease outbreak exists, in the opinion of the Health Officer; (3) adequate medical examinations of the employee and of his associates, with such laboratory examinations as may be indicated.

SECTION 12: ENFORCEMENT INTERPRETATION: This Ordinance shall be interpreted in accordance and conformity with the regulations which the Health Officer of the City of San Antonio may adopt, under authority hereby conferred. Said Health Officer is hereby empowered to make reasonable rules and regulations for such establishments as are covered hereunder, which reasonable rules and regulations shall not be in conflict with the laws of the State of Texas and the Ordinances of the City of San Antonio.

SECTION 13: PENALTIES: Any person violating any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$5.00 nor more than \$100.00 and every day such violation continues shall constitute a separate offense.

SECTION 14: REPEAL OF CERTAIN ORDINANCES: All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 15: UNCONSTITUTIONALITY CLAUSE: If any Section or provision of any Section of this Ordinance shall be held to be void, ineffective or unconstitutional, the holding of any such Section or provision of any such Section to be void, ineffective or unconstitutional for any cause whatsoever shall not affect the validity of the remaining Sections and provisions of this Ordinance.

SECTION 16: EMERGENCY CLAUSE: The fact that the present Ordinances of the City of San Antonio governing food handlers' and eating and drinking establishments are inadequate to properly protect the public health and welfare creates an urgency and an emergency so that this Ordinance shall take effect immediately upon its passage by a four-fifths majority of the Board of Commissioners of the City of San Antonio.

PASSED AND APPROVED this 10th day of September, A.D. 1942.

C. K. Quin

Mayor

ATTEST:

JAS. SIMPSON

CITY CLERK

- - -  
AFFIDAVIT OF PUBLISHER

STATE OF TEXAS  
COUNTY OF BEXAR, CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared

C. L. Buchanan, who being by me duly sworn, says on oath that he or she is

Chief Accountant, of the San Antonio Light, 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:

/s/ C. L. Buchanan

Sworn to and subscribed before me this 23rd day of September 1942.

/s/ Ralph Saenz

Notary Public in and for Bexar  
County, Texas.

- - -  
AN ORDINANCE (1658) <sup>88</sup>

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE AGREEMENT ABANDONING CERTAIN WATER MAINS IN PROPERTY HERETOFORE LEASED TO THE UNITED STATES GOVERNMENT AND INSTALLATION OF WATER MAINS BY THE UNITED STATES GOVERNMENT IN LIEU THEREOF.

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 agreement with the United States of America covering the abandonment of certain water mains in premises heretofore leased to the United States Government and the installation by the United States Government of water mains in San Jose Burial Park. A copy of said agreement, together with plat showing locations of said mains, being hereto attached and made a part hereof.

2. PASSED AND APPROVED this the 17th day of September, A.D. 1942.

C. K. QUIN

ATTEST: Jas. Simpson, City Clerk by:

MAYOR

Mrs. Kathryn Robbins,

Asst. City Clerk

AGREEMENT

WHEREAS, the lease contract between the City of San Antonio and the United States Government relating to Stinson Field and to a portion of San Jose Cemetery is silent as to the use and ownership of water pipes or mains in said area except that Supplemental Agreement No. 2 of contract 359-eng-3686 provides that the Government shall move or cause to be moved, at its expense, all valves on the 6-inch water main and the laterals therefrom, so that said valves can be operated from the property still remaining in the City's possession; and,

WHEREAS, the existence of these mains within the fenced property under Government control and controlled only by valves in the City cemetery present a hazardous condition; and,

WHEREAS, THE Government could make use of these mains if it had ownership of them;

NOW, THEREFORE:-

That since in order for the City of San Antonio to abandon use of these mains it is necessary to install a connecting 6-inch main within the Cemetery, the United States Government will install such 6-inch main or cause it to be installed, at its expense, and when so installed shall become the property of the City of San Antonio, and in consideration of this, the City of San Antonio shall and does relinquish to the United States Government all right, title, and interest in and to water mains now owned by the City of San Antonio located in the property leased to the Government. The plat hereto attached and made a part hereof shows in orange color the

mains on Post property to be released to and become the property of the Government, and said plat further shows in red color the 6-inch main to be installed by the Government, at its expense, and when so installed to become the property of the City of San Antonio.

WITNESS our hands this the 17th day of September, A.D. 1942.

CITY OF SAN ANTONIO

BY: C. K. QUIN  
MAYOR

ATTEST:

Jas. Simpson  
City Clerk.

UNITED STATES OF AMERICA

BY: T. H. OSBORNE  
Col., Corps of Engineers,  
District Engineer.

WITNESS:

- - -

AN ORDINANCE (1654) 4<sup>a</sup>

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE CREATING THE STINSON FIELD FUND AS A SPECIAL FUND OF THE CITY OF SAN ANTONIO", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 25TH DAY OF JUNE, A.D. 1940.

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

1. That an ordinance entitled "AN ORDINANCE CREATING THE STINSON FIELD FUND AS A SPECIAL FUND OF THE CITY OF SAN ANTONIO", passed and approved by the Commissioners of the City of San Antonio on the 25th day of June, A.D. 1940, be and the same is hereby repealed.
2. PASSED AND APPROVED this 17th day of September, A.D. 1942.

C. K. QUIN  
MAYOR

ATTEST:

Mrs. Kathryn Robbins,  
Asst. City Clerk

- - -

AN ORDINANCE (1656) 4<sup>a</sup>

CREATING THE SAN ANTONIO AIRPORT FUND AS A SPECIAL FUND OF THE CITY OF SAN ANTONIO.

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

1. That there is hereby established the SAN ANTONIO AIRPORT FUND as a Special Fund of the City of San Antonio, for receipts and disbursements on account of the San Antonio Airport of the City of San Antonio, and all monies received by the City of San Antonio through the operation of said San Antonio Airport shall be deposited in said Special Fund, and all expenditures to be made on account of said San Antonio Airport shall be disbursed from said Special Fund.
2. PASSED AND APPROVED this 17th day of September, A. D. 1942.

C. K. Quin  
MAYOR

ATTEST:

Mrs. Kathryn Robbins,  
Asst. City Clerk

- - -

AN ORDINANCE (1671) 4<sup>a</sup>

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE GRANTING PETITION OF TEXAS AND NEW ORLEANS RAILROAD COMPANY TO CLOSE CERTAIN STREETS, FOR THE DURATION OF THE WAR, ON ACCOUNT OF OCCUPANCY BY THE UNITED STATES GOVERNMENT FOR MILITARY PURPOSES", PASSED AND APPROVED ON THE 30TH DAY OF JULY, 1942.

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

1. That the first paragraph of Section 2 of an ordinance entitled "AN ORDINANCE GRANTING PETITION OF TEXAS AND NEW ORLEANS RAILROAD COMPANY TO CLOSE CERTAIN STREETS, FOR THE DURATION OF THE WAR, ON ACCOUNT OF OCCUPANCY BY THE UNITED STATES GOVERNMENT FOR MILITARY PURPOSES", passed and approved by the Commissioners of the City of San Antonio on the 30th day of July, A.D. 1942, be and the same is hereby amended so that the same shall hereafter read as follows:

"2. That the following streets, avenues and public ways be and the same are hereby closed, for such period of time as a military need exists, and the United States Government is hereby given permission to occupy the territory described for military purposes: ....."

2. PASSED AND APPROVED this 17th day of September, A.D. 1942.

C. K. Quin

MAYOR

ATTEST:

Mrs. Kathryn Robbins

Asst. City Clerk

Contract No. W-359-eng-3686

SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, lease, contract No. W-359-eng-3686 was entered into on July 10, 1941, between the City of San Antonio, Texas, and the United States of America, covering 247.51 acres of land, more or less, consisting of the San Antonio Municipal Airport, known as Stinson Field, and land adjacent thereto, being part of Manuel Leal Survey No. 30, to be used as a Military Reservation and Airport, U. S. Army Air Corps, and

WHEREAS, it has been determined that said lease should be amended to provide for additional area for said reservation and airport area, the erection of a fence separating the Burial Park from the leased premises, the removal of shrubbery from the leased premises, and the moving of valves in connection with water main crossing the herein described premises, and

WHEREAS, it is agreeable to the Lessor that said lease be so amended,

NOW, THEREFORE, Article 2 of said lease is amended by including the following described lands:

A tract of land situated in the County of Bexar, State of Texas, being part of the Manuel Leal Survey No. 30, and being more particularly described as follows, all bearings being referred to true north:

Beginning at a point on the east line of the right-of-way for U. S. Highway No. 281, said point of beginning being the northwest corner of Stinson Airport; thence north  $00^{\circ} 07'$  east, 2728.6 feet along said east right-of-way line to a point; thence south  $89^{\circ} 56'$  east, 1238.4 feet to a point; thence south  $14^{\circ} 26'$  east, 2286.1 feet to a point; thence south  $45^{\circ} 22'$  west, 1069.5 feet to a point on the northerly boundary of aforesaid Stinson Airport; thence north  $77^{\circ} 15'$  west, 1079.3 feet along said northerly boundary to the point of beginning, containing 99.4 acres, more or less, as shown in red on map, file no. SF-L-4, attached hereto and made a part hereof, and Article 6 of said lease is amended by adding the following:

6a. The Government shall build a fence separating the Burial Park from the herein described additional 99.49-acre tract.

6b. The Burial Park shall have the privilege of removing any and all shrubbery from said additional 99.49-acre tract at the direction of the District Engineer, Engineer Department at Large.

6c. The Burial Park has a 6-inch water main crossing said 99.49-acre tract in a tract in a north and south direction, with laterals connecting thereto. In order that the park may have access to the valves, the Government shall move or cause to be moved at its own expense these valves to points in the Burial Park but outside the herein described premises.

IT IS UNDERSTOOD AND AGREED that the above-numbered and referred to lease is changed in this respect and this respect only, all other terms and conditions to be and remain the same.

WITNESS OUR HANDS this 25th day of March, 1942.

CITY OF SAN ANTONIO, TEXAS

BY /s/ C. K. Quin

C. K. Quin, Mayor

WITNESS:

ATTEST:

/s/ Jas. Simpson  
Jas. Simpson,  
City Clerk

UNITED STATES OF AMERICA

BY /s/ L. H. Hewitt,

L. H. Hewitt,  
Col., Corps of Engineers,  
District Engineer.

- - -  
SUPPLEMENTAL AGREEMENT NO. 3

THE CITY OF SAN ANTONIO, TEXAS

TO

THE UNITED STATES OF AMERICA

WHEREAS, by lease, contract no. W-359-eng-3686, entered into on July 10, 1941, the City of San Antonio leased to the United States of America a tract of land containing 247.51 acres of land, more or less, consisting of the San Antonio Municipal Airport, known as Stinson Field, and land adjacent thereto, being a part of the Manuel Leal Survey No. 30, to be used as a Military Reservation and Airport, U. S. Army Air Corps, and

WHEREAS, said lease was amended by Supplemental Agreement No. 1, executed by the City of San Antonio, Texas, and the United States of America on the 6th day of February, 1942, and

WHEREAS, said lease was amended by Supplemental Agreement No. 2, executed by the City of San Antonio, Texas, and the United States of America on the 25th day of March, 1942, and

WHEREAS, it has been determined that said lease to the United States of America and Supplemental Agreements thereto should be amended further to provide the United States of America necessary additional acreage for said reservation and airport area,

NOW, THEREFORE, the City of San Antonio, Texas, does hereby Grant unto the said United States of America the right to include in the aforementioned lease, dated July 10, 1941, under the same terms and conditions as contained therein, and in accordance with the provisions hereinafter set forth, the following described lands:

A tract of land situated in the County of Bexar, State of Texas, being part of the Manuel Leal Survey No. 30, and being more particularly described as follows, all bearings being referred to true north:

From the intersection of the center line of the right-of-way for Cemetery Road and the center line of the right-of-way for U. S. Highway No. 281 south  $00^{\circ} 07'$  west, 1126.2 feet along said center line of the right-of-way for U. S. Highway No. 281 to a point; thence north  $89^{\circ} 53'$  west, 60.0 feet to the point of beginning, said point of beginning being on the westerly line of said right-of-way for U. S. Highway No. 281; thence, from said point of beginning, south  $00^{\circ} 07'$  west, 1160.0 feet along said westerly right-of-way line to a point; thence north  $89^{\circ} 53'$  west, 680.0 feet to a point; thence north  $00^{\circ} 07'$  east, 1160.0 feet to a point; thence south  $89^{\circ} 53'$  east, 680.0 feet to the point of beginning, containing 18.1 acres, more or less, as shown in red on map, file no. SF-L-5, attached hereto and made a part hereof, and

It is hereby provided that the terms of this agreement shall not become effective until the 1st day of July, 1942, inasmuch as the above-described acreage is presently covered by a prior existing lease thereon granted in favor of the United States of America for agricultural purposes and which will expire on the date of June 30, 1942. However, it is agreed by the parties hereto that any and all rights and privileges to enter upon and to use these premises which are now held by the United States of America, shall be made retroactive and shall be considered as having become effective on the 10th day of April, 1942.

IT IS UNDERSTOOD AND AGREED that the above numbered and referred to lease is changed in these respects and in these respects only, all other terms and conditions to be and remain the same.

WITNESS OUR HANDS this 15th day of June, 1942.

CITY OF SAN ANTONIO, TEXAS

BY /s/ C. K. Quin

C. K. Quin, Mayor

ATTEST:

/s/ Jas. Simpson

City Clerk

UNITED STATES OF AMERICA

BY /s/ L. H. Hewitt,

L. H. Hewitt,  
Col., Corps of Engineers,  
District Engineer.

- - -  
AN ORDINANCE (1689) <sup>2</sup>

AMENDING AN AMENDMENT OF AN ORDINANCE, PASSED AND APPROVED DECEMBER 72TH, 1939, AMENDING AN ORDINANCE PASSED AND APPROVED JUNE 8TH, 1939, ENTITLED "AN ORDINANCE CREATING AND ESTABLISHING A SAN ANTONIO POLICE ACADEMY".

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

1. That Sections 6 and 11 of an amendment of an ordinance passed and approved December 27th, 1939, amending an ordinance passed and approved on June 8th, 1939, entitled "AN ORDINANCE CREATING AN ESTABLISHING A SAN ANTONIO POLICE ACADEMY", be and the same is hereby amended so that SECTION 11, respectively, shall hereafter read as follows:

2. "SECTION 6. While said students are in attendance at said school, they shall be furnished a pecuniary allowance by the City of San Antonio sufficient for them to subsist upon. Said students in the San Antonio Police Academy shall receive the sum of \$75.00 per month, as pecuniary subsistence allowance."

"SECTION 11. The course of instruction of the San Antonio Police Academy shall begin on a date fixed by the Commissioner of Fire and Police of the City of San Antonio, and shall be conducted for a period of eight (8) weeks thereafter, or such other period as may be fixed by the Commissioner of Fire and Police."

3. That any and all payments heretofore made on and after September 30th, 1941, on the aforesaid pecuniary subsistence allowance to students as set forth in Section 6 above, are hereby ratified, confirmed and approved.

4. PASSED AND APPROVED this 25th day of September, A.D. 1942.

C. K. Quin  
M A Y O R

ATTEST:

J. M. Woods,  
City Clerk

- - -  
A RESOLUTION (1701) 93

ACCEPTING APPROPRIATION OF \$ 68,500.00 GRANTED BY THE FEDERAL WORKS AGENCY - PUBLIC WORKS ADMINISTRATION OF THE UNITED STATES GOVERNMENT TO THE CITY OF SAN ANTONIO IN PROJECT TEX 41-401 SAN ANTONIO SEWER IMPROVEMENTS.

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

1. That the appropriation of \$68,500.00 granted by the Federal Works Agency - Public Works Administration of the United States Government to the City of San Antonio under Docket Tex. 41-401, for San Antonio Sewer Improvements, is hereby accepted, to be used for the construction of sewer improvements in the City of San Antonio, Texas.

2. PASSED AND APPROVED this 1st day of October, A.D. 1942.

C. K. Quin,  
MAYOR

ATTEST:

J. M. Woods,  
City Clerk

- - -  
AN ORDINANCE (1702) 94

SUSPENDING THE PROVISIONS OF PARAGRAPH 3 OF AN ORDINANCE ENTITLED "AN ORDINANCE REGULATING HOURS OF WORK AND VACATIONS AND PAY IN THE POLICE AND FIRE DEPARTMENTS OF THE CITY OF SAN ANTONIO", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 8TH DAY OF JUNE, A. D. 1939.

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

1. That on account of the present Emergency existing, and the great number of men entering the Armed Forces of the United States, causing a shortage of manpower, it is deemed by the Commissioners of the Police and Fire Departments be suspended for the duration of the present Emergency; THEREFORE,

2. The provisions of paragraph 3 of an ordinance entitled "AN ORDINANCE REGULATING HOURS OF WORK AND VACATIONS AND PAY IN THE POLICE AND FIRE DEPARTMENTS OF THE CITY OF SAN ANTONIO", passed and approved by the Commissioners of the City of San Antonio on the 8th day of June, A.D. 1939, be and the same are hereby suspended for the duration of the present Emergency because of shortage of manpower to fill positions in the Departments mentioned.

3. PASSED AND APPROVED this 1st day of October, A.D. 1942.

Attest: J. M. Woods, City Clerk

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C. K. Quin, Mayor

AN ORDINANCE (1672) <sup>62</sup>

REGULATING AMBULANCES OPERATED IN THE CITY OF SAN ANTONIO: PROVIDING FOR THE ISSUANCE OF PERMITS FOR THEIR OPERATION AND FOR THE KIND OF EQUIPMENT AND QUALIFICATIONS OF PERSONS OPERATING THE SAME AND CONNECTED THEREWITH: PROVIDING FOR INSPECTION, FEES FOR PERMITS, AND REQUIREMENTS FOR OPERATION THEREOF: PROHIBITING THE OPERATION THEREOF WITHOUT PREVIOUS COMPLIANCE WITH THE REQUIREMENTS OF THIS ORDINANCE: PROVIDING A PENALTY FOR VIOLATIONS: PROVIDING FOR THE VALIDITY OF EACH CLAUSE, PARAGRAPH AND PROVISION HEREOF: AND REPEALING ALL CONFLICTS.

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

SECTION 1. No person, firm or corporation shall operate or cause to be operated in the City of San Antonio any ambulance, public or private, or any other vehicle commonly used for the transportation or conveyance of the sick or injured, without first having secured a permit therefor from the Commissioner of Fire and Police of the City of San Antonio. The Commissioner of Fire and Police shall issue such permit only upon submission of:

(a) Certificate by the City Health Officer of the City of San Antonio approving the first aid kit and supplies for each such vehicle as hereinafter provided;

(b) Certificate showing that at least one ambulance attendant for each such vehicle is currently certified by American Red Cross as a person qualified to render first aid as hereinafter provided, or is the holder of a valid unrevoked physician's and surgeon's license or certificate.

SECTION 2. Every ambulance, patrol automobile, or vehicle hereinafter described, before permit is issued therefor, shall be equipped with and, when in service, carry as minimum equipment the following:

(a) A first aid kit as prescribed and approved by the City Health Officer of the City of San Antonio. Each kit shall contain such sterile dressings, bandages, slings, and other necessary first aid materials, the use of which is described and taught in the standard American Red Cross First Aid course.

(b) Two United States Army hinged ring upper extremity splints, or in lieu thereof, two splints for the upper extremity of a type approved by the City Health Officer of the City of San Antonio.

(c) Two United States Army hinged half-ring lower extremity splints, or in lieu thereof, two lower extremity splints of a type approved by the City Health Officer of the City of San Antonio.

SECTION 3. Every such ambulance or vehicle hereinabove described when in service shall be accompanied by at least one person who has acquired theoretical and practical knowledge in first aid as prescribed for the twenty (20) hour American Red Cross First Aid Training Course and evidenced by a current certificate issued to such person by the American Red Cross, or a person holding a valid unrevoked physician's and surgeon's license or certificate, either of whom shall be responsible for the proper handling of the sick or injured.

SECTION 4. Application for permit to operate any such ambulance shall be made to the Commissioner of Fire and Police upon such form as he may prescribe, which application shall show evidence satisfactory to the Commissioner of Fire and Police that the person seeking the permit has complied with the minimum standards set forth in Section Two (2) of this ordinance as to First Aid Equipment and is prepared to and will furnish an ambulance attendant as required in Section Three (3). If the Commissioner of Fire and Police finds that the requirements of this ordinance are and will be met by the applicant for each vehicle proposed to be operated, he shall issue a permit, upon payment of a fee of Twenty (\$20.00) Dollars for each such vehicle, which permit shall expire on the 31st day of May following the issuance thereof. Such permit may be renewed by the