

rated on the basis of actual time in operation.

12. This agreement shall be in force and effect from the date hereof to May 31, 1941, and from year to year thereafter unless written notice of discontinuance is given by one party to the other within thirty days before or within thirty days immediately after the end of a yearly contract period.

13. PASSED AND APPROVED this 29th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

14. This contract is in all things accepted, this 31st day of August, A.D. 1939.

SAN ANTONIO PUBLIC SERVICE COMPANY,

By Chester N. Chubb
President.

* * * *

AN ORDINANCE (539)

01-326

CREATING AND MANIFESTING CONTRACT WITH WATER WORKS BOARD OF TRUSTEES FOR
THE USE OF WATER WORKS PROPERTY.

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

BE IT RESOLVED BY THE WATER WORKS BOARD OF TRUSTEES:-

1. This ordinance and resolution jointly enacted by the governing bodies and principal contractors, creates and manifests a contract between the City of San Antonio, Lessee, and Water Works Board of Trustees, Lessor, in words and figures as follows, WITNESSETH:-

2. That the Water Works Board of Trustees, appointed, as such, by and under the provisions of a deed of trust executed and delivered by the City, the Board and the members thereof and by St. Louis Union Trust Company of St. Louis, Missouri, dated as of the 1st day of May, 1925, and recorded in the office of the County Clerk of said Bexar County in Records of Deeds of Trust of said County in Vol. 826, on pages 594-613, does hereby agree that the City may occupy and use for any purpose consistent with the provisions of said deed of trust, the land and improvements designated in said deed of trust as Tract Fifth and being Lot No. 13, New City Block 142, conveyed to The Water Works Company by Emil Foutrel by deed dated February 2, 1905, and recorded in Vol. 247, page 82, of the Deed Records of Bexar County, Texas.

3. The said privilege of said City to occupy and use said premises as aforesaid, shall be subject at all times to the obligations of the Board to possess, manage, operate and control said premises evidenced by said deed of trust and, accordingly, the Board may at any time, in its reasonable discretion, revoke said privilege, after reasonable notice to the City, and take and resume again the occupancy and use of said premises.

4. The City, during its occupancy of said premises, shall keep the same and, especially, the Cos House, so-called, located thereupon, in good condition and repair and upon the

termination of this agreement, for any cause, the City shall restore the premises to the Board in like condition and repair.

5. The City shall have the right and, whenever requested by the Board, it shall be its duty, at its own expense, to remove from said premises all buildings and additions of any character which it may have placed or permitted to be placed there or thereon during its occupancy of said premises and restore said premises to the condition or, substantially, the condition in which the same was received by it.

6. The City, further, covenants and agrees with the Board that it will indemnify and forever hold harmless the Board and the members thereof:

FIRST: Against each and every claim, demand or cause of action which may be made or come against the Board or the members thereof by said Trust Company or its successors or by any holder or holders of any bond or bonds secured by said deed of trust or by any other person, firm, corporation or association of persons based upon or connected with or caused by the said grant of of said request of the City by the Board or the occupancy and/or use of said premises by the City and/or its successors, assigns, officers, employees, agents or other representatives.

SECOND: Against any, each and every claim, demand or cause of action which may be made or come against the Board or the members thereof by or for any person, firm, corporation or association of persons, in whole or in part, based upon, arising out of, connected with or caused by any act or omission of the City, its successors, assigns, officers, employees, agents or other representatives, in and during its said occupancy and /or use of said premises or in preparing therefor or in yielding and restoring the said premises to the Board.

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

8. PASSED AND APPROVED this 1st day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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

WATER WORKS BOARD OF TRUSTEES.

By C. A. Goeth
Chairman.

ATTEST: J. P. Newcomb
Secretary.

* * * *

AN ORDINANCE (540)

01-327

AMENDING "AN ORDINANCE PROVIDING FOR STORAGE AND HANDLING OF GASOLINE AND OTHER VOLATILE AND INFLAMMABLE LIQUIDS IN THE CITY OF SAN ANTONIO", AS AMENDED.

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

1. That the ordinance of the City of San Antonio entitled "AN ORDINANCE PROVIDING FOR THE STORAGE AND HANDLING OF GASOLINE AND OTHER VOLATILE AND INFLAMMABLE LIQUIDS IN THE CITY OF SAN ANTONIO", passed and approved on the 12th day of June, 1919, as amended on the 28th of July, 1919, and as further amended on the 24th of June, 1937, be and the same is hereby amended by adding to Section 3, immediately before Section 3-A, in said ordinance, the following:-

2. "It shall hereafter be unlawful to install any gasoline fill pipe or gasoline pump, either upon or within a distance of three (3) feet of any sidewalk or public street or private property line within said City.

"The installation of any gasoline pump which contains a glass bowl capable of holding one gallon or more of gasoline above ground is hereby prohibited."

3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

4. Whereas, an emergency is apparent for the immediate preservation of order, good government and public safety and the elimination of fire hazards, that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

5. PASSED AND APPROVED this 1st day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: September 4, 5, 6, 7, 8, 9, 11, 12, 13 & 14, 1939.

Thornton Hall

Notary Public in and
for Bexar County, Texas.

* * * *

OI-328

AN ORDINANCE (540)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE BETWEEN THE CITY OF SAN ANTONIO AND THE UNITED STATES OF AMERICA FOR OFFICE AND STORAGE SPACE FOR USE BY THE WEATHER BUREAU OF THE UNITED STATES AT STINSON FIELD AIRPORT.

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

1. That the Mayor be and is hereby authorized to execute lease between the City of San Antonio and the United States of America on Rooms No. 2 and 6, containing approximately 329 square feet of office space, on the second floor of the Administration Building at Stinson Field Airport, and roof space for inflation shelter, platform and instrumental exposure; and steel outbuilding for radiosonde work, to be used for office and storage purposes also by the Weather Bureau of the Department of Agriculture of the United States of America, for the term beginning July 1, 1939 and ending June 30, 1940, for an annual rental of \$360.00 payable at the end of each quarter.

2. PASSED AND APPROVED this 2nd day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

* * * *

OI-329

AN ORDINANCE (566)

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND HAMPTON L. ROBBINS, LEASING CERTAIN PROPERTY.

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

1. That this ordinance creates and manifests a lease contract by and between the city of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called City, acting by and through its Mayor, and Hampton L. Robbins, a resident of Bexar County, Texas, hereinafter called Lessee, as follows:-

2. That the City grants and the Lessee accepts a lease on that certain tract of land situated on the Bentz-Englemann Road, in Bexar County, Texas, known as the abandoned Salado Incinerator property.

3. For the term of one year, beginning September 1, 1939, and ending at midnight, August 31, 1940, for a total rental of \$540.00; said rental shall be paid monthly in advance installments of \$45.00 each, the first installment shall be paid on September 1, 1939 and a like installment of \$45.00 shall be paid on the 1st day of each and every month thereafter during the term of this lease.

4. The Lessee acknowledges that he has examined the property leased and that it is suitable for the purpose for which it is leased and that he takes it as it is, regardless of

any defects which may exist, whether the same are apparent or otherwise.

5. Lessee agrees that he will not sublet said premises or any part thereof without the permission of the City, which permission may be revoked at any time.

6. Lessee agrees that all statutes of the State of Texas which apply to him in the conduct of said business or any business conducted on said premises, will be obeyed and observed by him, his agents, servants and employees, and also by any sub-tenant of his, in event that permission for a sub-tenancy is granted as hereinabove set out. Lessee further agrees that he will not make, or suffer, any unlawful, improper or offensive use of the premises to be made; nor any use which shall be injurious to any person or property.

7. Lessee shall not erect any building on said premises except under written permission first obtained from the City, provided that the Lessee will peaceably yield up to the City or those holding its estate therein, said premises and all erections and additions made upon the same, in good repair in all respects, reasonable wear and tear excepted. Any such buildings or structures erected shall be and become the property of the City without cost or payment on expiration or termination of this lease or any renewal or extension thereof. Lessee agrees to, at his own expense, make such improvements as are reasonably necessary to maintain the premises in a sanitary manner.

8. Lessee agrees to keep the said premises in good repair and condition at all times during said term. Lessee further agrees that he will hold harmless, reimburse and indemnify the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, or in any way growing out of the use, misuse or abuse of the premises herein demised. This agreement shall be binding on the Lessee, his heirs and personal representatives, his agents, servants and employees, and also on his subtenants, their agents, servants and employees, heirs and personal representatives, in event of a subtenancy as hereinabove set out.

9. That all property of any kind that may be on the premises during the term of this lease, or any extension or renewal thereof, shall be at the risk of the Lessee, and the City shall not be liable to the Lessee or any other person for any injury, loss or damage to any property of any person from any cause on said premises; this provision to be in addition to the provisions of the preceding paragraph and other parts of this lease, and shall not modify said other parts or provisions in any way or manner.

10. That no assent, expressed or implied by the City of any breach of Lessee's covenants, promises and /or conditions shall be deemed to be a waiver thereof unless such assent is first given in writing by the City and signed by a duly authorized officer. Any written assent or consent to such a breach by Lessee shall not be deemed to be a waiver of any succeeding breach of the same or any other covenant, promise and/or condition of this lease contract.

11. Lessee agrees that in the event of a sale of said premises by the City to any person, firm or corporation, or in the event the City desires to use said premises for public purposes, the City may cancel this agreement by giving 30 days' advance notice in writing to the Lessee.

12. Provided always that these presents are upon this condition, that if Lessee, or his representatives, shall neglect or fail to pay the said rental or any installment thereof on the due date as provided for herein, the City may at its option cancel this agreement and terminate this lease; further provided that if the Lessee, or his representatives, shall neglect or fail to perform and observe any covenant, promise, condition or obligation herein, which on the Lessee's part is to be performed and/or observed, or if his leasehold estate shall be taken on execution, or if lessee shall be declared a bankrupt, or insolvent, according to law, or

shall make an assignment for the benefit of his creditors; then in such case the City, or those handling its estate in the premises may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises, or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming under him and remove their effects, forcibly, if necessary, without being deemed to be guilty in any manner or trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Lessee's covenants, promises and/or conditions herein contained, and without to answer to the Lessee, or those holding under him for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph, to-wit; the option of the City to terminate this lease and repossess said premises in event of Lessee's failure to pay the rental or any installment thereof.

13. The foregoing instrument in writing constitutes the entire agreement, any other written or parole agreement with the City being expressly waived by the Lessee, it being understood that the charter of the City requires that all contracts with the City to be in writing and voted by ordinance.

14. This contract shall be accepted and binding upon the parties hereto by virtue of the signatures subscribed to this instrument.

15. PASSED AND APPROVED this 7th day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

16. The foregoing ordinance, constituting a lease contract, between the City of San Antonio and Hampton L. Robbins, is accepted in all things by the undersigned, this 7th day of September, A. D. 1939.

Hampton L. Robbins

* * * *

AN ORDINANCE (569)

01-330

CREATING AND MANIFESTING A LEASE CONTRACT ON PROPERTY TO BE USED FOR WORKS
PROGRESS ADMINISTRATION PROJECT FOR TRAINING IN ARTS AND CRAFTS.

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

1. That this ordinance creates and manifests a lease contract between Katherine Hart Edson, Independent Executrix of L. J. Hart Estate and Arthur A. Seeigson, Lessors, and the City of San Antonio, acting by and through its Mayor, Maury Maverick, Lessee, in words and figures as follows:-

2. Lessors hereby lease and let to the Lessee the following described property situated in San Antonio, Bexar County, Texas, to-wit:-

3. One hundred (100) feet on North St. Mary's Street, beginning sixty-seven (67) feet north of the Naylor Printing Company property in Block Thirty-two (32), New City Block

Eight Hundred and four (804), (exclusive of Lots A-1 and A-2), and extending said 100 feet in distance in a northerly direction along the south side of St. Mary's Street, and the improvements thereon, the improvements thereon being known as Number One Thousand and Two (1002) North St. Mary's Street, running back about one hundred and fifty (150) feet for depth of lot.

4. Lessee shall use the said premises for a Works Progress Administration Project to teach and train persons in Arts and Crafts, such as wrought iron, ceramics, glassware, weaving, etc., and for no other purpose without the consent of the Lessors. As rent for the use of said property, Lessee agrees to pay Lessors \$212.44 on June 30, 1940, as a credit on any taxes then due said City by Lessors on said property.

5. Lessee agrees to keep said premises and return them in the same condition at the expiration of this lease, excepting damage by fire or tornado. This property is subject to improvement or sale by the Lessors upon a sixty (60) day notice.

6. This lease shall commence on the first day of September, 1939 and terminate on June 30, 1940. Any holding over after the expiration of the lease shall be subject to termination at the will of either party, and shall be upon the same terms as above set out as to rent, and occupancy.

7. PASSED AND APPROVED this 11th day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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8. The above lease contract is hereby accepted in all things, this _____ day of September, A. D. 1939.

Independent Executrix of L. J. Hart Estate.

Lessors.

* * * *

01331

AN ORDINANCE (609)

GRANTING A FRANCHISE TO THE HEREINAFTER NAMED GRANTEE FOR THE PRIVILEGE OF OPERATING MOTOR VEHICLES ON THE STREETS, ALLEYS AND PUBLIC HIGHWAYS OF THE CITY OF SAN ANTONIO FOR THE PURPOSE OF TRANSPORTING PASSENGERS FOR HIRE FOR A PERIOD OF TWO (2) YEARS, UPON THE TERMS AND CONDITIONS HEREINAFTER MENTIONED, PROVIDING FOR A REGULATION OF SAID SERVICE, PROVIDING FOR THE PAYMENT OF A GROSS RECEIPTS TAX FOR SUCH PRIVILEGE, PROVIDING FOR TERMINATION OF THE GRANT; PROVIDING FOR TAXICAB STANDS FOR USE OF GRANTEE, TO BE DESIGNATED BY THE CHIEF OF POLICE; FOR SUPERVISION BY THE LICENSE AND DUES COLLECTOR AND FOR THE SALE THEREOF.

- - -

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

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Section 1. That a franchise is hereby granted to the Yellow Cab & Baggage Company of San Antonio, a Texas corporation, hereinafter designated a "Grantee", to operate a taxicab service for a period of two (2) years, dating from June 1, 1939, on the streets, alleys and public ways within the City limits of the City of San Antonio, for transporting passengers. The corporation, the grantee herein, shall be a corporation organized under the laws of the State of Texas with its principal and only place of business in San Antonio, Bexar County, Texas where it shall maintain its headquarters, and provided, further, that it shall be considered a breach, or termination, of this grant by the grantee if there be any attempted assignment of the privilege granted herein to a corporation organized under the laws of any other state in the Union, and shall operate ipso facto as a termination of any and all rights of the grantee under this instrument.

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

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

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

Section 5. That the grantee shall, commencing September 1, 1939, and during the remainder of the life of said franchise, pay the City of San Antonio at the office of the License and Dues Collector, in lawful money of the United States two and one-half (2½) per cent of the gross receipts of such grantee received or derived from the operation of said taxicab service as defined hereafter, after deducting from such two and one-half per cent of the gross receipts as defined herein, the proportionate part of all annual taxicab license fees paid to the City

of San Antonio for the month for which such percentage is paid, which said remittance shall be made monthly on or before the fifteenth of each calendar month for the preceding calendar month. The term "gross receipts" shall be construed to mean all the revenues derived from the operation of the taxicab business by the taxicab companies exclusive of the wages or percentages paid to the drivers, provided such wages or percentage for the purpose of this tax shall never exceed thirty-seven and one-half ($37\frac{1}{2}$) per cent of the fares collected from any patron, or patrons, of the taxicab company. The compensation provided for in this section shall be in lieu of any other fares or charges imposed by any other Ordinance now or hereafter in force during the life hereof except the taxicab license fee of Twenty Dollars (\$20.00) per car provided for in the present Taxicab Ordinance and ad valorem taxes levied, or to be levied, on property it owns.

Section 5-a. In the event it should come to pass during the two-year period of this franchise that the grantee should be deprived of public cab stands as hereinafter stipulated, then, in that event, the grantee will not further be bound and required to pay to the City two and one-half ($2\frac{1}{2}$) per cent of its gross receipts as hereinabove set out.

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

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

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

- (1) To eliminate or delete from the same such conditions as then prove obsolete or impractical;
- (2) To impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those as may be deemed necessary for the purpose of insuring adequate service to the public.

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

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

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

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

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

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

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

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

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

Section 13. That the grantee shall promptly pay all lawful ad valorem taxes and such other levies and/or assessments that may be lawfully imposed upon it. Failure to pay any of such charges or either of them shall be deemed a breach of the privilege granted herein and the City, upon the happening of such event, may declare the rights of the grantee hereunder forfeited for such breach.

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

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

Section 16. That any unwarranted and intentional neglect, failure or refusal of said grantee to comply with any of the conditions and stipulations contained in said franchise shall thereupon immediately ipso facto, effect a forfeiture thereof, and the said City by its City Commissioners, may thereupon declare said franchise forfeited, and may exclude said

grantee from further use of the streets of said City under said franchise, and said grantee shall thereupon and immediately surrender all rights in and to the same, and said franchise shall become null and void and of no effect.

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

PASSED AND APPROVED on this 14th day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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ACCEPTED by the grantee this 19th day of September, A.D. 1939.

YELLOW CAB & BAGGAGE COMPANY.

By J. M. Harris
President.

ATTEST: E. M. Muller
Secretary.
(SEAL)

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AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: August 23rd, 24th and 25th, 1939.

Thornton Hall

Sworn and subscribed before me this 29th day of August, 1939.

Walter Kuraner
Notary Public in and for Bexar
County, Texas.

* * *

AN ORDINANCE (610)

OI-332

AUTHORIZING THE MAYOR TO EXECUTE DEED TO DON DANVERS TO ESTABLISH BOUNDARIES OF PROPERTY.

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

1. That the Mayor be and he is authorized hereby to execute deed to Don Danvers to a portion of Original Out Lot 33, Range 1, District 3, County Block 5222, for a consideration of \$250.00, for the purpose of establishing boundaries of property belonging to Don Danvers.

2. PASSED AND APPROVED this 14th day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

* * *

AN ORDINANCE (620) *01-333*

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

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

1. WHEREAS, on October 11, 1938, the Commissioners of the City of San Antonio passed and approved an ordinance entitled "AN ORDINANCE MAKING A LEASE WITH THE TEXAS NATIONAL GUARD ARMORY BOARD FOR THE USE OF EXPOSITION PARK", whereby a 99 year lease was made with said Board for the use of a certain tract of land in Bexar County, Texas, known as Exposition Park, out of Original City Lots 6 and 7 and the "Rail Road Reserve", in District 1, of the Original City Tract, and out of Survey No. 15, patented to George W. Paschal, assignee of Guillermo Nunez, on August 1, 1854, by Patent No. 119, Volume 11, fully described in deed 270175, International Exposition to the City of San Antonio, dated the 12 day of January, A.D. 1929 and recorded on the 23 day of January, A.D. 1929 in the Records of Deeds of the County of Bexar in Book Vol. 1071 on page 574-68, except the land described in the franchise granted to the Alamo City Cavalry Club by deed dated the 3 of September, 1930 and recorded on the 28 of February, 1934 in the Records of Deeds of Bexar County in Book Vol. 1377 on page 584-585, and except 10 acres off of the east end of Exposition Park abutting on the road, to be selected and marked by the Commissioner of Sanitation, Parks and Public Property, and except the easement granted to the San Antonio Belt & Terminal Railway and the Missouri-Kansas-Texas Railroad Company, for the purpose of a National Guard Armory; and,

2. WHEREAS, the said lease was made upon the express condition precedent that on or before June 1, 1939, the Texas National Guard Armory Board would commence, or cause to be commenced, buildings on the said premises to cost in excess of \$400,000.00; and,

3. WHEREAS, the said Texas National Guard Armory Board has failed or refused to comply with the conditions and stipulations of said Lease; NOW, THEREFORE:-

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

4. That the ordinance passed and approved on October 11, 1938, and entitled "AN ORDINANCE MAKING A LEASE WITH THE TEXAS NATIONAL GUARD ARMORY BOARD, FOR THE USE OF EXPOSITION PARK", be and the same is hereby in all things repealed.

5. That the lease manifested by said above mentioned ordinance be and the same is hereby cancelled in accordance with its terms and provisions, for failure of the Texas National Guard Armory Board to comply with the stipulations and provisions of said lease.

6. PASSED AND APPROVED this 14th day of September, A.D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (621) *01-334*

VACATING, CLOSING AND ABANDONING CERTAIN STREETS, ALLEYS AND AREAS OR PORTIONS THEREOF, AND CONVEYING IN FEE SIMPLE PORTIONS OF SAME TO THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, AND ACCEPTING DEDICATION FROM THE SAID HOUSING AUTHORITY OF CERTAIN AREAS.

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

WHEREAS, there exists between the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, a contract represented by the cooperation agreement passed and approved June 10, 1936; and

WHEREAS, said contract agreement provides in part as follows: "It (the City) will vacate, furnish, dedicate, any streets, roadways, alleys, sidewalks or other places which the Authority finds are necessary in the development of the projects, in the area of a project or projects, or adjacent thereto"; and that the Authority will dedicate new streets, alleys and areas to the City for public use and municipal maintenance; and that the City will accept such dedication and maintenance; and

WHEREAS, by petition the said Authority has requested the City to vacate, close and abandon the streets and areas mentioned in the attached petition; and

WHEREAS, it appearing that the title to portions of said streets and areas is in the City in fee simple, the Authority has petitioned that conveyance of same be made to said Authority by the City in fee simple; and

WHEREAS, the Authority has offered to dedicate to the City of San Antonio, for municipal purposes and subject to municipal maintenance, in consideration of the aforementioned conveyance by the City, a tract of land in San Antonio, Bexar County, Texas, described in general, and more particularly described under III herein, as follows:

All that area of New City Blocks 2464 and 2465 bounded on the south by Tampico Street; on the south and southwest by a line running along the center of Apache Street; on the west by Brazos Street; and on the north and northeast by that surveyed line running from Tampico Street to Brazos Street north of Apache Creek.

NOW, THEREFORE, BE IT ORDAINED:

1. That the following streets, alleys and areas are hereby declared vacated, closed and abandoned:

- (1) San Patricio Street, beginning at the west line of South Brazos Street and extending east to the east line of San Jacinto Street;
- (2) Chihuahua Street, beginning at the west line of South Colorado Street and extending west to the east line of South Brazos Street;
- (3) Unnamed street, beginning at Chihuahua Street and extending south to Apache Creek, which street, hereby vacated and closed, now lies between and separates New City Blocks 2464 and 2465.
- (4) Unnamed street, beginning at and running east from the unnamed street described in paragraph (3) immediately foregoing, and extending east across Lot 5 and into Lots 15 and 16 of NCB 2464;
- (5) San Felipe Street, beginning at the north line of Vera Cruz Street and extending north to the south line of Colima Street;
- (6) South Colorado Street, beginning at the north line of Division (also known as Torreon) Street, and extending north to the south line of San Fernando Street;
- (7) South Colorado Street, beginning at the north line of San Fernando Street and extending north to the south line of Durango Street;
- (8) Speed Street, beginning at the east line of South Brazos Street and extending east to the west line of South San Marcos Street;
- (9) Kerr (also known as San Luis) Street, beginning at the east line of South Brazos Street and extending east to the west line of South San Marcos Street;
- (10) Dunn Street, beginning at the east line of South Colorado Street and extending east to the west line of South San Marcos Street;
- (11) May Street, beginning at the west line of South San Marcos Street and extending west its full length;
- (12) Division (also known as Torreon) Street, beginning at the west line of South San Marcos Street and extending 210 ft. west therefrom;
- (13) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of Colima Street and extending north to the south line of Guadalupe Street;
- (14) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of Guadalupe Street and extending north to the south line of El Paso Street;
- (15) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of El Paso Street and extending north to the south line of San Fernando Street;
- (16) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of San Fernando Street and extending north to the south line of Durango Street;
- (17) All the area of Lot 7, Block 1, NCB 2441, being 47.7 x 147.2 feet, heretofore used by the public as a part of Guadalupe Street.

II. That the said portions of South San Marcos Street, viz:

(a) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of Colima Street and extending north to the south line of Guadalupe Street, and being more particularly described as that portion of South San Marcos Street

BEGINNING at the southwest corner of NCB 183 and Colima Street;
 THENCE in a northwesterly direction 54 deg. 24 min. 10 sec west, 63.63 ft to the southeast corner of NCB 2442;
 THENCE in a northerly direction 301.66 feet along a line south 6 deg. 30 min. 20 sec. west;
 THENCE in an easterly direction 55.6 feet along a line south 83 deg. 43 min. 24 sec. east to the northwest corner of NCB 183;
 THENCE in a southerly direction 332.82 ft. south 6 deg. 30 min. 20 sec. west TO THE PLACE OF BEGINNING.

(b) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of Guadalupe Street and extending north to the south line of El Paso Street, and being more particularly described as that portion of South San Marcos Street

BEGINNING at Guadalupe Street and the southwest corner of NCB 184;
 THENCE in a northwesterly direction 58.51 ft. along a line north 65 deg. 20 min. 0 sec. west, to the SW W. corner of NCB 2411;
 THENCE in a northerly direction 333.90 ft. along a line south 6 deg. 30 min. 20 sec. west to the northeast corner of NCB 2441;
 THENCE in a southeasterly direction 58.45 ft. along a line south 65 deg. 31 min. 10 sec. east to the northwest corner of NCB 184;
 THENCE in a southerly direction 334.10 ft. along a line south 6 deg. 30 min. 20 sec. west TO THE PLACE OF BEGINNING.

(c) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of El Paso Street and extending north to the south line of San Fernando Street, and being more particularly described as that portion of South San Marcos Street

BEGINNING at El Paso Street and the southwest corner of NCB 185;
 THENCE in a northwesterly direction 58.45 feet along a line north 65 deg. 31 min. 10 sec. west to the southeast corner of NCB 2414;
 THENCE in a northerly direction 334.21 ft. along a line south 6 deg. 30 min. 20 sec. west to the northeast corner of NCB 2413;
 THENCE in a southeasterly direction 58.45 ft. along a line south 65 deg. 31 min. 10 sec. east to the northwest corner of NCB 185;
 THENCE in a southerly direction 334.21 ft. along a line south 6 deg. 30 min. 20 sec. west TO THE PLACE OF BEGINNING.

(d) South San Marcos Street, in its full width of 55.6 feet, beginning at the north line of San Fernando Street and extending north to the south line of Durango Street, and being more particularly described as that portion of South San Marcos Street

BEGINNING at San Fernando Street and the southwest corner of NCB 186;
 THENCE in a northwesterly direction 58.45 ft. along a line north 65 deg. 31 min. 10 sec. west to the southeast corner of NCB 2410;
 THENCE in a northerly direction 724.33 ft. along a line south 6 deg. 30 min. 20 sec. west to the northeast corner of NCB 2373;
 THENCE in an easterly direction 56.92 ft. south 71 deg. 05 min. 50 sec. east to the northwest corner of NCB 187;
 THENCE in a southerly direction 730.4 ft. along a line south 6 deg. 30 min. 20 sec. west TO THE PLACE OF BEGINNING,

and Lot 7, Block 1, New City Block 2441, being 47.7 x 147.2 feet, all located in San Antonio, Bexar County, Texas, be, and the same are, hereby conveyed in fee simple to the Housing Authority of the City of San Antonio, Texas, and that the Mayor is hereby authorized and directed to execute, in the name and as the act and deed of the City of San Antonio, and under its official seal, a Warranty Deed conveying such portions of South San Marcos Street and said Lot 7, NCB 2441, to the Housing Authority of the City of San Antonio, Texas, according to the provisions of this Ordinance.

III. That the dedication for municipal purposes to the City of San Antonio, Texas, by the Housing Authority of the City of San Antonio, Texas, of the tract of land described immediately hereafter is hereby accepted and maintenance of same agreed to:

A PARCEL OF LAND LYING BETWEEN THE NORTH LINE OF APACHE CREEK EASEMENT AND THE CENTER LINE OF APACHE CREEK, more particularly described as follows:

That parcel of land out of the Original City Lot No. 202, and being parts of New City Blocks Nos. 2464 and 2465, and a part of an unnamed alley between said New City Blocks Nos. 2464 and 2465, and part of an unnamed alley in New City Block No. 2464, and that portion of land immediately south of said blocks lying north of the center line of Apache Creek, - said property being more particularly described as follows:

BEGINNING at a steel pin 1" in diameter set in the east line of South Brazos Street, located south 6 deg. 30 min. 20 sec. west, 359.83 ft. from the northwest corner of NCB No. 2463, and the southeast corner of the intersection of South Brazos and Vera Cruz Streets;

THENCE north 83 deg. 43 min. 20 sec. east, 122.95 feet to an iron pin 1" in diameter set for the P.C. of a curve to the right having a radius of 233.12 feet;

THENCE in an easterly and southeasterly direction along said curve 228.76 feet to an iron pin 1" in diameter set at the P.T. of said curve;

THENCE south 40 deg. 03 min. 10 sec. east 478.19 feet to a steel pin 1" in diameter set in the north line of Tampico Street;

THENCE north 84 deg. 03 min. 10 sec. west, with the north line of Tampico Street, to a point in the center line of Apache Creek;

THENCE in a northwesterly and southwesterly direction with the center

line of Apache Creek to a point in the east line of South Brazos Street;
 THENCE north 6 deg. 30 min. 20 sec. east, with the east line of South
 Brazos Street, TO THE POINT OF BEGINNING.

PASSED AND APPROVED this 15th day of September, 1939.

Maury Maverick
 Mayor.

ATTEST: J. J. Patterson
 City Clerk.

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AN ORDINANCE (639) *OI-335*

PROVIDING FOR THE RATES TO BE PAID BY AIRLINES AND HANGAR CONCERNS OPERATING
 AT STINSON FIELD AIRPORT.

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

1. That each and every person, firm or corporation operating an airline or airlines
 at or out of Stinson Field Airport, hereinafter called "Airline", shall pay the fees set out in
 the following schedule to the City of San Antonio by payments made to the Manager of said
 Airport:-

- a. For the first two (2) complete schedules into and out of said Airport, the
 sum of \$400.00 per month.
- b. For each additional complete schedule into and out of such Airport, \$75.00
 per month.

2. By the term "complete schedule", as used herein, is meant the landing and taking
 off of not more than one airplane per day for a period of one calendar month, in accordance with
 the timetable of said Airline.

3. All payments shall be made on or before the 10th day of each month in advance.

4. For all gasoline purchased at the Stinson Field Airport, said Airline shall re-
 ceive credit upon the payment of the fees set out in Section 1 above, according to the follow-
 ing schedule:-

- a. For the first 6,000 gallons of gasoline purchased per month, a credit of three
 cents (3¢) per gallon.
- b. For the next 6,000 gallons of gasoline purchased per month, a credit of two
 cents (2¢) per gallon.
- c. For all gasoline purchased each month over said 12,000 gallons, a credit of
 one cent (1¢) per gallon.

5. The uses to which the Airlines are authorized to put said Field, after due pay-
 ment in advance of above fees set out in Section 1, are as follows:-

- a. The non-exclusive use of the said Airport, its facilities, services, and ap-
 purtenances, jointly and in common with others, which, without limiting the generality thereof,
 shall include the operation of a local and long distance passenger, freight, express, mail and
 cargo carrying service by airplane;
- b. The non-exclusive use, in common with others authorized so to do, of any and

all general facilities which have been or may hereafter be provided at said Airport from time to time, including flood lights, landing lights, signals, beacons, all other night equipment and all electric current therefor, the Airlines to have the use of said Field and facilities for all its landings and take-offs by day and by night.

c. The non-exclusive right to install, maintain and operate at said Airport such radio, meteorological and other equipment as the Airlines may deem necessary for the safe conduct of operations, such installation, maintenance and operation to be at the sole expense of the Airline, and subject to such limitations of space and time as the City may prescribe.

d. The full non-exclusive use of the passenger terminal building, including toilet and other facilities, at said Airport, for and by the Airline's passengers, guests, patrons, invitees and employees;

e. The full and free but non-exclusive use of ingress and egress to, from and over said airport property and any and all roads leading thereto and therefrom, which non-exclusive right shall be for the benefit of and may be exercised by the Airlines and for the Airline's passengers, patrons, guests, invitees, licensees and employees.

f. The full and free but non-exclusive right to maintain at said airport such employees, attendants and porters as the Airlines may deem necessary for the conduct of business, at the expense of the Airlines.

g. The right to use such space in the Administration Building in said Airport as is or may be designated by the Mayor.

6. The use of said Airport and its facilities shall be conditioned upon the assumption of full responsibility therefor by each person, firm or corporation exercising or taking advantage of such use. It shall be a further condition that each person, firm or corporation, as a further consideration for the use of said Airport and for its facilities, shall indemnify and keep the City harmless from all claims, costs or demands proximately resulting from its negligence in connection with its use and occupancy of said Airport; provided, however, no person, firm or corporation shall be responsible for the acts of negligence of another person, firm or corporation operating on or in connection with said Airport.

7. The Mayor is hereby expressly authorized to promulgate rules and to supervise and direct the use of Stinson Field Airport, including its taxi strips and runways and hangar aprons, in such manner as to provide the best service and accommodations to the public using said Stinson Field as an Airport. The Airport Manager shall direct landing, taking off or taxiing of craft in and upon said Stinson Field Airport.

8. Each person, firm or corporation operating a hangar concern on or at said Stinson Field Airport, shall pay the following fees to the City of San Antonio by paying to the Airport Manager on or before the 10th day of each month in advance:-

\$25.00 per month for the land under each hangar;
 \$25.00 per month per hangar for the privilege of operating at said Field;
 4 cents per gallon for gasoline purchased, over and above the cost of
 the gasoline.

Each person, firm or corporation operating a hangar concern on or at said Stinson Field Airport is authorized to put said Field to the uses mentioned in Section 5 hereof, after due payment in advance of the fees set out above, and also to perform such acts as may be permitted under their charters issued to them by the State of Texas.

9. This ordinance is declared cumulative of all provisions of ordinances of similar nature, and shall not be held to repeal any of the provisions of any of such ordinances; except where such ordinances are in direct conflict with the express conditions of this ordinance.

10. If any section, paragraph, subdivision, clause or phrase of this ordinance shall

be adjudged invalid or be held unconstitutional, the same shall not affect the validity of the ordinance as a whole or any part or portion thereof other than the part so decided to be invalid or unconstitutional.

11. Every person, firm or corporation violating any provision or regulation provided for by this ordinance shall, upon conviction, be found guilty of a misdemeanor and subject to a fine of not more than \$200.00.

12. No gas shall be used, sold or purchased at Stinson Field Airport without permission from the City of San Antonio.

13. The fact that there is at present no adequate provision for the rates to be charged for the use of Stinson Field Airport, an airport owned and operated by the City of San Antonio, creates an urgency and a public necessity for the immediate preservation of the public safety requiring that this ordinance shall become effective immediately from and after its passage by a four-fifths vote of the Commissioners of the City of San Antonio; and it is accordingly so ordered.

14. PASSED AND APPROVED this 16th day of September, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AN ORDINANCE (640)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT
WITH THE TEXAS COMPANY.

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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 the attached contract (which is incorporated herein for all purposes) with the Texas Company, a Texas corporation, providing for the leasing of a certain parcel of land at Stinson Field Airport, on a day to day basis, The Texas Company to pay a sum equal to one cent (1¢) per gallon of The Texas Company's gasoline sold from said premises, payment to be made on the 10th day of each month next following the month for which payment is made, said agreement to terminate upon execution of any new lease, or on five days' prior written notice by either party.

2. PASSED AND APPROVED this 19th day of September, A.D. 1939.

C. Ray Davis
Acting Mayor.

ATTEST: J. J. Patterson
City Clerk.

OI-336

AN ORDINANCE (641) *OI-337*

CREATING CONTRACT WITH VIRDEN A. RITTGERS.

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, a municipality created under the laws of the State of Texas, hereinafter called "Employer", acting by its Mayor, duly authorized, and Virden A. Rittgers, hereinafter called "Employee", wherein it is agreed as follows:-

2. That the Employer hires the Employee as Traffic Engineer of the Police Department of the City of San Antonio, at a salary of \$2400.00 per year, payable semi-monthly, said employment to date from September 19, 1939 to September 18, 1940.

3. PASSED AND APPROVED this 19th day of September, A.D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AN ORDINANCE (664) *OI-338*

PROVIDING FOR THE ESTABLISHMENT OF A BUREAU OF FIRE INSPECTION AND PREVENTION, PROVIDING INSPECTORS THEREFOR AND DEFINING THEIR POWERS AND DUTIES, AND PRESCRIBING A PENALTY FOR VIOLATIONS.

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

1. That a Bureau of Fire Inspection and Prevention, under the direct jurisdiction of the Commissioner of Fire and Police of the City of San Antonio, to be hereinafter designated "The Bureau", be and the same is hereby established, same to be operated under the supervision of the Fire Marshal of the City of San Antonio. The Commissioner of Fire and Police of the City of San Antonio is hereby authorized to designate such number of inspectors in The Bureau as shall from time to time be deemed necessary by him, said inspectors to be members of the Fire Department of the City of San Antonio.

2. It shall be the duty of the inspectors of the Bureau to enforce all laws and ordinances covering the following:-

1. The prevention of fires.
2. The storage and use of explosives and inflammables.
3. The installation and maintenance of automatic and other fire alarm systems and fire extinguishing equipment.
4. The maintenance and regulation of fire escapes.
5. The means and adequacy of exit in case of fire from factories, schools,

hotels, lodging houses, churches, hospitals, asylums, public buildings, auditoriums, theatres, amphitheatres and all other places in which numbers of persons work, live, congregate or assemble from time to time for any purpose whatsoever.

6. Investigation of the cause, origin and circumstances of fires, and in this connection, the inspectors of the Bureau shall have such other powers and shall perform such other duties as are set forth in any other sections of this ordinance, and as may be conferred and imposed by law from time to time.

3. The Fire Marshal or any inspector of said Bureau may at all reasonable hours enter any building or premises within the city limits of the City of San Antonio for the purpose of making any inspection or investigation which under the provisions of this ordinance may be deemed necessary under the circumstances.

4. The Fire Marshal or any inspector of the Bureau specially assigned thereto, shall inspect as often as may be necessary, but not less than six times a year, all especially hazardous manufacturing processes, storages or installations of gases, chemicals, explosives, inflammable materials, all interior fire alarms and automatic sprinkler systems and such other hazards and appliances as the Fire Marshal shall designate, and shall make such orders as may be necessary for the enforcement of the State laws and the ordinances of the City of San Antonio governing the same and for the safeguarding of life and property from fire.

5. It shall be the duty of the Fire Marshal to inspect, or cause to be inspected, by the Bureau as often as may be necessary, but not less than four times a year in outlying districts in San Antonio, and not less than six times a year in the closely-built portions of the City, all building and premises, except the interiors of private dwellings, for the purpose of ascertaining and causing to be corrected any conditions likely to cause fire, and to ascertain and discover any violations of the provisions or intent of any State law or city ordinance affecting the fire hazard.

Whenever any inspector shall find in any building or upon any premises combustible or explosive material so situated as to endanger property by virtue of creating a fire hazard, or shall find obstructions to or on fire escapes, stairs, passageways, doors or windows likely to interfere with the operations of the Fire Department of the City of San Antonio, or likely to obstruct or hinder the exit of occupants in case of fire, such inspector shall order the same to be removed or remedied.

6. The Fire Marshal or any inspector of the Bureau, upon complaint of any person, or whenever the Fire Marshal shall deem it necessary, shall inspect all buildings and premises within the City of San Antonio. When any of said inspectors shall find any building or other structure which for want of repairs, lack of adequate fire escapes, lack of proper fire alarm apparatus or lack of fire extinguishers and equipment or by reason of age or dilapidated condition or from any other cause is especially likely to fire and which is so situated as to endanger other property or the occupants thereof, or whenever such inspector shall find in any building combustible or explosive matter or inflammable conditions dangerous to the safety of such building or the occupants thereof, said inspector shall order such dangerous conditions or materials to be remedied or removed.

7. The service of such orders as described in sections 4, 5, and 6 may be made upon the occupant of the premises to whom it is directed, either by delivering a copy to such occupant personally, or by delivering the same to or leaving it with any person in charge of the premises, or in case no such person is found upon the premises by securely affixing a copy thereof in a conspicuous place on the door of the entrance to such premises.

Whenever it may be necessary to serve such an order upon the owner of the premises,

such order may be served either by delivering to and leaving with said owner a copy of the order, or if such owner is absent or not to be found within the city limits, such service may be had by mailing a copy of the order to the owner's last known post office address.

Any such order shall forthwith be complied with by the owner or occupant of such premises or building when such order is made by the Fire Marshal or inspector of the Bureau. Such owner or occupant may, within 24 hours, appeal to the Commissioner of Fire and Police of the City of San Antonio, who shall, within 5 days, review such order and file his decision thereon with the Bureau, and, unless by his authority the order is revoked or modified, it shall remain in full force and effect and be complied with within the time fixed in said order or in the decision of the Commissioner of Fire and Police of the City of San Antonio; provided, however, that any such owner or occupant may, within 5 days after the making or affirming of any such order by the Commissioner of Fire and Police of the City of San Antonio, file his petition with the Board of Commissioners of the City of San Antonio, requesting a review of such order or decision, and it shall be the duty of the Board of Commissioners of the City of San Antonio to hear the same not less than 5 nor more than 10 days from the time said petition is filed, and to make such order from its findings as justice may require, and said decision of the Board of Commissioners of the City of San Antonio shall be final; provided, however, that the finality of the decision of the Board of Commissioners of the City of San Antonio shall in no way be interpreted as an attempt to prevent the resort of any owner or occupant or by the City of San Antonio to a court of competent jurisdiction.

8. The Bureau shall investigate the cause, origin and circumstances of every fire occurring in the City of San Antonio by which property has been destroyed or damaged, and as far as possible shall determine whether the fire is the result of carelessness or design. Such investigation shall be started under the direction of the Fire Marshal immediately upon the occurrence of such fire, and if it appears to the inspector that such fire is of incendiary origin, the Fire Marshal shall be immediately notified of the facts, and said inspector shall take charge immediately of the physical evidence and shall notify the proper authorities designated by law to pursue the investigation of such matters, and shall further cooperate with the proper authorities in the collection of evidence and in the prosecution of any criminal cases growing out of such facts. Every fire shall be reported in writing to the Bureau by the inspector of any such fire, within 2 days after the occurrence of same. Such report shall be in the form prescribed by the Fire Marshal and shall contain a statement of all the facts relating to the cause, origin and circumstances of such fire, the extent of the damage thereof, the insurance upon said property and such other information as may be required by the Fire Marshal.

9. Upon request of the Bureau, the City Attorney shall designate (some member or members of his staff to assist in the investigation of any fire which in their opinion may be of incendiary origin.

10. It shall be the duty of the Fire Marshal to require all schools, public, private and parochial, through the high school grades, to have at least one fire drill each month, and to keep all doors and exits unlocked during school hours.

11. The Fire Marshal shall keep in the office of the Bureau a record of all fires and of all facts concerning the same, including statistics of the extent of such fires and the damage caused thereby, whether such losses were covered by insurance and, if so, in what amount. Such records shall be made daily from the reports filed with the Bureau by the inspectors under the provisions of this ordinance. All such records shall be public records and available for inspection at reasonable times while the office of said Bureau is open.

The Fire Marshal shall make an annual report concerning the Bureau, said report to contain all proceedings under this ordinance, with such statistics as he may deem advisable

to include therein and same shall be transmitted to the Commissioner of Fire and Police of the City of San Antonio, and said report shall also contain any recommendations with regard to the amendment, revision or addition of ordinances to the ones already existing and pertaining to fire inspection and prevention.

12. Any person violating any of the provisions of this ordinance or of any of the orders or regulations herein provided for, shall be fined in any sum not to exceed \$200.00, and each day of failure to comply with its provisions or orders not properly on appeal as herein provided for, shall constitute a separate offense.

13. This ordinance is cumulative of all other ordinances pertaining to the subjects herein covered, and is particularly cumulative of and supplementary to an ordinance passed and approved on August 7, 1911 and duly recorded in Ordinance Book "E", at page 83-85, entitled "AN ORDINANCE CREATING THE OFFICE OF FIRE MARSHAL, PRESCRIBING THE DUTIES THEREOF, PROVIDING FOR ITS MAINTENANCE AND PRESCRIBING PENALTIES FOR VIOLATION", and this ordinance shall not be construed as repealing any provisions of said ordinances.

14. If any clause or section, sentence or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the courts, such decision or decisions shall not affect the validity or constitutionality of the remaining portions of this ordinance; and the Commissioners of the City of San Antonio hereby declare that they would have passed this ordinance and each section, sentence, clause or phrase thereof irrespective of the fact that any one or more of the other sections, sentences, clauses or phrases be declared invalid or unconstitutional.

15. All ordinances or parts of ordinances heretofore passed and approved by the Commissioners of the City of San Antonio in direct and irreconcilable conflict with the provisions of this ordinance are hereby expressly repealed.

16. The fact that there exists an increasing necessity for the adequate and comprehensive inspection and prevention of fires within the City of San Antonio, creates an urgency and imperative public necessity for the preservation of public health, safety and welfare of the residents of the City of San Antonio that this ordinance take effect immediately upon its passage by four-fifths vote of the Commissioners of the City of San Antonio; and it is so ordered.

17. PASSED by four-fifths vote of the Commissioners and APPROVED this 27 day of September, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson
City Clerk.

AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: Sept. 29, 30, October 2, 3, 4, 5, 6, 7, 9, 10, 1939.

Sworn to and subscribed before me this 27th day of October, 1939.

Walter Kuraner
Notary Public in and for
Bexar County, Texas.

AN ORDINANCE (670) *OI-339*

APPROVING THE ACTION OF THE FIRE AND POLICE CIVIL SERVICE BOARD IN
CHANGING THE CIVIL SERVICE CODE

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

WHEREAS, by motion duly made, seconded and carried unanimously by the Fire and Police Civil Service Board of the City of San Antonio, it was determined in a special meeting properly called and held on the 26th day of September, A.D., 1939, that Sections 37, 38, 39, 40, 41, 42 and 43 be deleted from the Civil Service Code adopted by the Fire and Police Civil Service Board on April 27, 1932, and approved by the City Commission on May 9, 1932.

NOW, THEREFORE, be it ordained by the Commissioners of the City of San Antonio

1. That the action of the Fire and Police Civil Service Board in deleting Sections 37-43, inclusive, above referred to, be and same is hereby in all things approved and said sections are hereby deleted from said code.

2. Passed and approved this 27 day of September, A.D., 1939.

Maury Maverick.
Mayor.

ATTEST J.J. Patterson
City Clerk.

AN ORDINANCE (671) *OI-340*

AN ORDINANCE ABOLISHING CERTAIN POSITIONS OR PLACES OF EMPLOYMENT IN
THE POLICE DEPARTMENT OF THE CITY OF SAN ANTONIO.

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

1. That the following positions or places of employment in the Police Department of the City of San Antonio be and they are hereby abolished, and the appointment or employment of the persons filling said positions or places of employment be and they are hereby automatically terminated, effective immediately:

Three positions or places of employment as Captain, which were occupied by Gus Klockenkemper, David Cruz, and Aubrey Hopkins.

One position or place of employment as Lieutenant, which was occupied by Lee Jones.

Six positions or places of employment as Sergeants, which were occupied by F.C. Vogler, E.L. Ankeron, William Christoph, S.W. Fitch, D.E. Kelley, and E.B. Haddox.

One position or place of employment as Secretary, which was occupied by Charles L. Stevens.

Eight positions or places of employment as Detectives, which were occupied by

H.J. Proudfoot, J.G. Ruhnke, E.E. Zinsmeyer, Albert Kohr, J.F. Leonard, W.T. Carver, Lonnie Crow, and A.W. Herbst.

Forty-two positions or places of employment as Patrolmen, which were occupied by T.A. Robertson; John Saladino, Walter Schleyer, Carl Carver, G.L. Dorset, Charles Ogden, W.J. Robins, D.F. Roberts, P.V. Valdez, Alex T. Vidal, Ewell Weakley, J.S. Frazar, M. Galan, A.R. Gonzales, W.S. Harrison, William Hobbs, Leonard Jaimes, G.C. King, Theo Kohleffel, Louis Lopez, S.D. Maddox, W.J. Maltsberger, C.L. Meadows, J.F. Guerra, Charles Berger, Ed Franger, A.P. Martin, E.E. Morin, Carl Volz, C.C. Mills, C.B. McCulloch, Fred W. Bruhn, W.R. Portis, Joseph S. Grant, Henry F. Click, E.C. Barnes, and P. Homan, G.W. Roberts, R. Carstanjen, C.L. Creech, H.L. Edwards, and R.C. Engelhardt.

2. That only the positions or places of employment listed under Section 1 hereof and no others shall be affected by this ordinance, and only the appointment or employment of the persons filling said positions or places of employment, and no others, shall be affected by this ordinance.

3. All prior ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

4. This ordinance being of urgent importance to the public peace, health and safety of the City of San Antonio, the same shall be in full force and effect from and after its passage and approval.

5. PASSED AND APPROVED this 27th day of September, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST J.J. Patterson.
City Clerk.

01-341

AN ORDINANCE (672)

ORGANIZING THE POLICE DEPARTMENT OF THE CITY OF SAN ANTONIO: DESIGNATING ITS DIVISIONS, POSITIONS OR PLACES OF EMPLOYMENT, AND APPOINTING THE INCUMBENTS THEREOF.

- - -

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

1. That the Police Department of the City of San Antonio shall consist of the following Divisions, Positions or places of employment, in addition to that of Chief of Police, and said divisions, positions or places of employment be and they are hereby created:

A Patrol Division, consisting of 1 captain, 2 lieutenants, 7 sergeants, 7 investigators, 83 patrolmen, and 3 matrons.

A Detective Division, consisting of 1 captain, 4 lieutenants and 33 detectives.

A Vice Division, consisting of 1 captain, one sergeant, 8 detectives and 6 patrolmen.

A Traffic Division, consisting of 1 captain, 1 lieutenant, 1 traffic engineer, 2 sergeants and 20 patrolmen.

A Maintenance Division, consisting of 1 captain, 1 radio technician, and 2 mechanics.

A Records Division, consisting of 1 captain, 1 sergeant, 3 detectives and 11 patrolmen and, in addition thereto, 1 lieutenant who shall be in charge of police instruction in the Department.

2. The various positions or places of employment set out below in said Police Department of the City of San Antonio shall be filled by the respective persons whose names are set opposite each of the offices or places of employment specified in this section, at the salary rates there designated.

| <u>OFFICE</u> | <u>NAME</u> | <u>MONTHLY SALARY RATE</u> |
|---------------|------------------------|----------------------------|
| Captain | Vaughan, W.W. | \$ 250.00 |
| Captain | Ramschissel, Cliff | 250.00 |
| Captain | Strickland, J.A. | 250.00 |
| Captain | Allen, Homer | 250.00 |
| Captain | Lewis, A.A. | |
| Captain | Scheffler, Emil | 225.00 |
| Lieutenant | Arrowood, F.H. | 200.00 |
| Lieutenant | Hester, Joe | 200.00 |
| Lieutenant | Sturm, C.C. | 200.00 |
| Lieutenant | Steed, C.J. | 200.00 |
| Lieutenant | Macquellan, P.W. | 200.00 |
| Lieutenant | Palmer, F.D. | 200.00 |
| Lieutenant | Haynie, C.C. | 200.00 |
| Sergeant | Toscano, A.E. | 175.00 |
| Sergeant | Gonzales, J.E. | 175.00 |
| Sergeant | Perez, A.J. | 175.00 |
| Sergeant | Halleron, P.R. | 175.00 |
| Sergeant | Pytel, E.I. | 175.00 |
| Sergeant | Ranney, C.E. | 175.00 |
| Sergeant | Shook, C.H. | 175.00 |
| Sergeant | Dennis, E.C. | 175.00 |
| Sergeant | Lenhart, C.W. | 175.00 |
| Sergeant | Warrach, J.L. | 175.00 |
| Sergeant | Fest, Ferdinand | 175.00 |
| Patrolman | Hirsch, M.M. | 150.00 |
| Investigator | Sowell, O.N. | 160.00 |
| Investigator | Salzman, M.F. | 160.00 |
| Patrolman | Holden, Jack A. | 150.00 |
| Patrolman | Sheffield, R.C. | 150.00 |
| Investigator | Wissmann, W.G. | 160.00 |
| Investigator | Doerr, C.J. | 160.00 |
| Matron | Williams, M. | 150.00 |
| Matron | Nigra, Olga E. | 150.00 |
| Matron | Lyons, Mamie | 150.00 |
| Patrolman | De la Pena | 150.00 |
| Patrolman | Garcia, Ben | 150.00 |
| Patrolman | Di Stefano, Joseph | 150.00 |
| Patrolman | Degen, Carl E. | 150.00 |
| Patrolman | Raiford, Robert W. | 150.00 |
| Patrolman | Ballard, Frank F. | 150.00 |
| Patrolman | Uzzell, Boyd | 150.00 |
| Patrolman | Worthy, Wayne D. | 150.00 |
| Patrolman | Seale, Herman | 150.00 |
| Patrolman | Garcia, Max Jr. | 150.00 |
| Patrolman | Edwards, Sterling | 150.00 |
| Patrolman | Farley, Tom P. | 150.00 |
| Patrolman | Treanor, Joe E. | 150.00 |
| Patrolman | Torres, Pete M. | 150.00 |
| Patrolman | Mounger, John A. | 150.00 |
| Patrolman | Ellis, Michael J., Jr. | 150.00 |
| Patrolman | Fitch, John W. Jr. | 150.00 |
| Patrolman | Heinrich, Carl T. | 150.00 |
| Patrolman | Howell, Rufus K. | 150.00 |
| Patrolman | Hutton, Jack G.W. | 150.00 |
| Patrolman | Kimner, Frank Jr. | 150.00 |
| Patrolman | Fortune, Louis G. | 150.00 |
| Patrolman | Hayles, Harwood C. | 150.00 |
| Patrolman | McNeil, Roy | 150.00 |
| Patrolman | May, Richard A. | 150.00 |
| Patrolman | Martinez, Manuel | 150.00 |
| Patrolman | Schneider, N.A.A. | 150.00 |
| Patrolman | Shaw, Wilton | 150.00 |
| Patrolman | Swain, Thomas E. | 150.00 |
| Patrolman | Tumlinson, W.L. | 150.00 |
| Patrolman | Weilbacher, Cleburne | 150.00 |
| Patrolman | Wolf, Harold G. | 150.00 |
| Patrolman | Zepada, Fred Jr. | 150.00 |
| Patrolman | Barrera, Charles | 150.00 |
| Patrolman | Click, Walton F. | 150.00 |
| Patrolman | Reardon, John W. | 150.00 |
| Patrolman | Riley, Roy Polk | 150.00 |
| Patrolman | Atchinson, Roy Jr. | 150.00 |
| Patrolman | Ackerman, N.F. | 150.00 |

| <u>OFFICE</u> | <u>NAME</u> | <u>MONTHLY SALARY RATE</u> |
|----------------------|-------------------------|----------------------------|
| Patrolman | Aguirre, A. | \$ 150.00 |
| Patrolman | Andrews, John R. | 150.00 |
| Patrolman | Arnett, M.S. | 150.00 |
| Patrolman | Barry, E.P. | 150.00 |
| Patrolman | Bailey, S.R. | 150.00 |
| Patrolman | Bartram, C.A. | 150.00 |
| Patrolman | Bradshaw, D.L. | 150.00 |
| Patrolman | Braun, E.H. | 150.00 |
| Patrolman | Braun, Emil | 150.00 |
| Patrolman | Butler, W.H. | 150.00 |
| Patrolman | Carter, G.C. | 150.00 |
| Patrolman | Cavanaugh, J.T. | 150.00 |
| Patrolman | Caruth, A.B. | 150.00 |
| Patrolman | Casanova, M.T. | 150.00 |
| Patrolman | Caperton, J.J. | 150.00 |
| Patrolman | Cannon, G.B. | 150.00 |
| Patrolman | Childs, S.M. | 150.00 |
| Patrolman | Chambers, J.R. | 150.00 |
| Patrolman | Covington, G.O. | 150.00 |
| Patrolman | Cullen, Charles | 150.00 |
| Patrolman | De Bona, Rocco | 150.00 |
| Patrolman | Dickman, W.C. | 150.00 |
| Patrolman | Dotson, C.A. | 150.00 |
| Investigator | Dotson, C.A. | 160.00 |
| Patrolman | Dobbs, C.L. | 150.00 |
| Patrolman | Freeman, H.L. | 150.00 |
| Patrolman | Garcia, Joe R. | 150.00 |
| Patrolman | Hansen, B. | 150.00 |
| Patrolman | Herrera, T.S. | 150.00 |
| Patrolman | Herzing, G.F. | 150.00 |
| Patrolman | Hillock, Otto S. | 150.00 |
| Patrolman | Hill, H.C. | 150.00 |
| Patrolman | Hocker, C.J. | 150.00 |
| Patrolman | Huskey, D. | 150.00 |
| Patrolman | Justi, J.L. | 150.00 |
| Detective | Kelley, D.E. | 150.00 |
| Patrolman | Kitchen, H.W. | 150.00 |
| Patrolman | Kuykendall, G.L. | 150.00 |
| Patrolman | Liyo, Mike | 150.00 |
| Patrolman | McMillan, Joe | 150.00 |
| Patrolman | Maddox, Elton | 150.00 |
| Investigator | Martin, G.T. | 160.00 |
| Patrolman | Matheny, G.E. | 150.00 |
| Patrolman | Moore, A.H. | 150.00 |
| Patrolman | Moore, Tom | 150.00 |
| Patrolman | Newman, J.O. | 150.00 |
| Detective | O'Neill, C.J. | 150.00 |
| Patrolman | O'Reilly, P.E. | 150.00 |
| Patrolman | Petri, Charles | 150.00 |
| Patrolman | Rieden, F.W. | 150.00 |
| Patrolman | Robbins, Wade | 150.00 |
| Patrolman | Sauceda, A.D. | 150.00 |
| Patrolman | Salinas, A. | 150.00 |
| Patrolman | Shannon, J.A. | 150.00 |
| Patrolman | Shacklett, E.D. | 150.00 |
| Patrolman | Shipp, Wm. H. | 150.00 |
| Patrolman | Simpson, Louis | 150.00 |
| Patrolman | Spence, W.R. | 150.00 |
| Patrolman | Springs, O.E. | 150.00 |
| Patrolman | Suche, T.S. | 150.00 |
| Patrolman | Surber, J.S. | 150.00 |
| Patrolman | Thurman, C.W. | 150.00 |
| Patrolman | Thompson, W.W. | 150.00 |
| Patrolman | Valdez, Manuel | 150.00 |
| Patrolman | Vidal, Vic | 150.00 |
| Patrolman | Voigt, A.E. | 150.00 |
| Patrolman | Vogt, A.J. | 150.00 |
| Patrolman | Wilkinson, A.H. | 150.00 |
| Patrolman | Woltersdorf, Wm. | 150.00 |
| Patrolman | Wright, P.M. | 150.00 |
| Investigator | Yates, Lewis P. | 160.00 |
| Patrolman | Lowther, J.M. | 150.00 |
| Patrolman | Needham, J.P., Jr. | 150.00 |
| Patrolman | Saylor, Paul | 150.00 |
| Patrolman | Porter, W.M. | 150.00 |
| Patrolman | Vistuba, Boniface | 150.00 |
| Patrolman | Byler, R.L. | 150.00 |
| Patrolman | Farley, Tom P. | 150.00 |
| Patrolman | Treanor, Joe P. | 150.00 |
| Patrolman | Mansfield, H.W. | 150.00 |
| Detective | Cain, W.A. | 150.00 |
| Patrolman | Amacker, Ed | 150.00 |
| Detective | Brackens, B.L. | 150.00 |
| Detective | Brice, F.A. | 150.00 |
| Detective | Bumbery, E.E. | 150.00 |
| Detective | Cantu, S.B. | 150.00 |
| Detective | Cockrell, W. | 150.00 |
| Detective | Dresch, A.F. | 150.00 |
| Detective | Dunaway, L.G. | 150.00 |
| Detective | Hardcastle, P.C. | 150.00 |
| Detective | Hartman, A. | 150.00 |
| Detective | Haddox, E.B. | 150.00 |

| <u>OFFICE</u> | <u>NAME</u> | <u>MONTHLY SALARY RATE</u> |
|---------------|--------------------|----------------------------|
| Detective | Heikens, O.P. | \$ 150.00 |
| Detective | Higgins, John D. | 150.00 |
| Detective | Hice, A.J. | 150.00 |
| Patrolman | Jackson, L.W. | 150.00 |
| Detective | Lara, Joe A. | 150.00 |
| Detective | Lankford, A.G. | 150.00 |
| Detective | Lee, C.W. | 150.00 |
| Detective | Leichmann, Otto | 150.00 |
| Detective | Littlepage, F.P. | 150.00 |
| Detective | Long, B. | 150.00 |
| Detective | Lowe, R.R. | 150.00 |
| Detective | Moore, Frank G. | 150.00 |
| Detective | Neal, A.B. | 150.00 |
| Detective | Poston, T.T. | 150.00 |
| Detective | Rhodes, H.C. | 150.00 |
| Detective | Robinson, G.E. | 150.00 |
| Detective | Swift, W.T. | 150.00 |
| Detective | Tate, R.F. | 150.00 |
| Detective | Williamson, Lee A. | 150.00 |
| Lieutenant | Edwin P. Bogasch | |
| Radio Tech. | Vic R. Gallagher | 175.00 |
| Mechanic | F.A. Mosel | 150.00 |
| Mechanic | J.L. Yantis | 150.00 |
| Detective | Lee Jones | 150.00 |
| Detective | A.M. Davenport | 150.00 |
| Detective | M.F. Baker, Jr. | 150.00 |

3. Each of the persons appointed in Section 2 above is appointed for a period ending at midnight on May 31, 1941, subject to the provisions of the Civil Service Code of the City of San Antonio.

4. All prior ordinances or parts of ordinances in conflict herewith are hereby expressly repealed, save and except an Ordinance No. 295 passed and approved on the 25th day of July, 1939, entitled AN ORDINANCE CREATING CONTRACT WITH RAY ASHWORTH, recorded in Minute Book P, page 623, and Ordinance Book I, page 497, an ordinance No. 641, passed and approved on the 19th day of September, 1939, entitled AN ORDINANCE CREATING CONTRACT WITH VIRDEN A. RITTGERS, recorded in Minute Book Q, page 123, and Ordinance Book I, page 566, an ordinance No. 641 passed and approved on the 21st day of September, 1939, entitled AN ORDINANCE FIXING THE STATUS AND COMPENSATION OF LIEUTENANT EDWIN P. BOGASCH, Recorded in Minute Book Q, page 128; of which three ordinances are hereby expressly and in all things confirmed, ratified and approved.

5. This ordinance being of urgent importance to the public peace, health and safety of the City of San Antonio, the same shall be in full force and effect from and after its passage and approval.

6. PASSED AND APPROVED this 27th day of September, 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

OI-346

AN ORDINANCE (673)

CREATING AND ORGANIZING CERTAIN POSITIONS OR PLACES OF EMPLOYMENT
UNDER THE SUPERVISION AND CONTROL OF THE COMMISSIONER OF FIRE AND
POLICE OF THE CITY OF SAN ANTONIO: AND APPOINTING THE INCUMBENTS
THEREOF.

- - -

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

1. That the following positions or places of employment existing under the supervision and control of the Commissioner of Fire and Police of the City of San Antonio, other than those positions or places of employment which are in the Police Department of the City of San Antonio, be and they are hereby created.

2 positions as secretary, 2 relief matrons, 1 censor, 3 clerks, 3 PBX operators, 3 radio operators, 8 dog pound men, 5 janitors, 3 painters, 1 custodian, 1 meter repair man, 1 garage man, 1 elevator man, 1 cook, and 2 porters.

2. The various positions or places of employment set out below, shall be filled by the respective persons whose names are set opposite each of the positions or places of employment specified in this section, at the salary rates there specified.

| <u>POSITION</u> | <u>NAME</u> | <u>MONTHLY SALARY RATE</u> |
|------------------|-----------------------|----------------------------|
| Secretary | Pearl Hyman | \$ 125.00 |
| Relief Matron | O. Roxie Beadle | 75.00 |
| Relief Matron | Alice Sewell | 75.00 |
| Censor | Dove Vincius | 80.00 |
| Clerk | Dorothy Striegler | 100.00 |
| Clerk | Reba Goodman | 85.00 |
| Clerk | Jimmie Ruth Lattimore | 85.00 |
| PBX Operator | Lena Barrons | 75.00 |
| PBX Operator | Cordie Hahn | 75.00 |
| PBX Operator | Mattie Carow | 75.00 |
| Radio Operator | Gerald Morgan | 150.00 |
| Radio Operator | L.K. Jonas | 150.00 |
| Radio Operator | J.B. Rives | 150.00 |
| Dog Pound Man | Gilbert Valdez | 75.00 |
| Dog Pound Man | A.H. Villastrigo | 75.00 |
| Dog Pound Man | Ortis Refugio | 75.00 |
| Dog Pound Man | Victor Gomez | 75.00 |
| Dog Pound Man | M. Rudy Quintero | 75.00 |
| Dog Pound Man | G. Rodriguez | 75.00 |
| Dog Pound Man | Santos Vasquez | 75.00 |
| Janitor | Saul White | |
| Janitor | A. Nicholson | |
| Painter | A.E. Bouhel | |
| Painter | A.L. Berthal | |
| Painter | H.J. Romine | |
| Custodian | Gus Bertetti | 87.50 |
| Meter Repair Man | Homer Pyle | 150.00 |
| Garageman | Austin Harris | 75.00 |
| Elevator Man | J.H. Francis | |
| Cook | W.L. Cowling | |
| Porter | B.B. Kelley | |
| Porter | Cass Palleman | |

3. The above persons are appointed for a temporary period from day to day only, subject to removal with or without cause by the Mayor of the City of San Antonio.

4. All of said employees are hereby declared not to be regular firemen and policemen or members of the Fire and Police Department of the City of San Antonio, and they are hereby declared not to be entitled to participate in the benefits of Article 1583 of the Penal Code of Texas, 1925 Revision, as Amended Acts 1935, 44th Legislature, page 377, chapter 139, section 1; Acts 1937, 45th Legislature, page 358, chapter 173, section 1.

5. All prior ordinances or parts of ordinances in conflict herewith are hereby expressly repealed, save and except an Ordinance No. 295 passed and approved on the 25th day of July, 1939, entitled AN ORDINANCE CREATING CONTRACT WITH RAY ASHWORTH, RECORDED IN Minute Book P, page 623, and Ordinance Book I, page 497; an ordinance No. 641 passed and approved on the

19th day of September, 1939, entitled AN ORDINANCE CREATING CONTRACT WITH VIRDEN A. RITTGERS, recorded in Minute Book Q, page 123, and Ordinance Book I, page 566; an ordinance No. 651 passed and approved on the 21st day of September, 1939, entitled AN ORDINANCE FIXING THE STATUS AND COMPENSATION OF LIEUTENANT EDWIN P. BOGASCH, recorded in Minute Book Q, page 128; which three ordinances are hereby expressly in all things confirmed, ratified, and approved.

6. This ordinance being of urgent importance to the public peace, health and safety of the City of San Antonio, the same shall be in full force and effect from and after its passage and approval.

7. PASSED AND APPROVED this 27th day of September, 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

AN ORDINANCE (674)

01-243

AN ORDINANCE CREATING A CONTRACT WITH A.A. LEWIS.

- - -

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, a municipality existing under the laws of the State of Texas, hereinafter called "employer", acting by its Mayor, duly authorized by this ordinance, and A.A. LEWIS, hereinafter called "employee", wherein it is agreed as follows:

2. That the Employer hires Employee as Captain of the Records Division of the Police Department of the City of San Antonio at a salary rate of \$3,000.00 per year, payable in semi-monthly installments of \$125.00 each, said employment to date from this date and end on July 31, 1940.

3. PASSED AND APPROVED this 27th day of September, A.D., 1939.

Maury Maverick.
Mayor

ATTEST: J.J. Patterson
City Clerk.

4. This contract is hereby accepted as written.

A.A. Lewis.

AN ORDINANCE (686)

OI-344

AMENDING THE TRAFFIC ORDINANCE BY ADDING TO RULE 76 THEREOF,
PROVIDING FOR ADDITIONAL SAFETY STOPS AT CERTAIN STREET INTER-
SECTIONS.

- - -

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

1. That an ordinance entitled "An Ordinance Regulating the Government of Traffic on the Streets, Plazas and Public Places of the City of San Antonio," passed and approved on the 8th day of December 1921, as amended, be and the same is hereby amended by adding to Rule 76, as follows:

- 162. North Alamo Street, at the intersection of Fifth Street.
- 163. Austin Street, at the intersection of Casa Blanca Street.
- 164. Canton Street, at the intersection of North Gevers Street.
- 165. Donaldson Avenue, at the intersection of Lake Boulevard.
- 166. Losoya Street, at the intersection of East Crockett Street.
- 167. Nacogdoches Street, at the intersection of Bowie Street.
- 168. West Woodlawn Avenue, at the intersection of Elmendorf Street.

2. This ordinance is hereby declared to be of urgent importance for reasons of public welfare apparent therefrom, and it shall take effect from the date of its passage.

3. PASSED AND APPROVED, this 28th day of September, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: Sept. 30, October 2, 3, 4, 5, 7, 9, 10, 11, 1939.

Thornton Hall

Sworn to and subscribed before me this 27th day of October, 1939.

Walter Kuraner
Notary Public in and for
Bexar County, Texas.

AN ORDINANCE (687)

OI-345

AMENDING CHAPTER 26 OF THE REVISED CIVIL ORDINANCES OF THE CITY OF SAN ANTONIO PROVIDING FOR THE COLLECTION, KEEPING, AUDITING, MANAGEMENT AND DISBURSEMENT OF REVENUES AND MONEY OF THE CITY, AND THE ACCOUNTS TO BE KEPT THEREOF, AND FOR THE BORROWING OF MONEY BY THE CITY AND CONTAINING OTHER PROVISIONS IN CONNECTION WITH SAID MATTERS, KNOWN AS THE "FINANCE ORDINANCES", AND AMENDED BY ORDINANCE PASSED

ON THE 3RD DAY OF DECEMBER, 1915, AND AMENDED BY ORDINANCE PASSED THE
3RD DAY OF JANUARY, 1916, AND AMENDED BY ORDINANCE PASSED ON THE 7TH DAY
OF NOVEMBER, 1932, ADDING THERETO SECTION 31-A.

- - -

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

1. That an ordinance amending Chapter 26 of the Revised Civil Ordinances of the City of San Antonio, providing for the collection, keeping, auditing, management and disbursement of the revenues and money of the City, and the accounts to be kept thereof, and for the borrowing of money by the City, and containing other provisions in connection with said matters, known as the "Finance Ordinances", as amended by an Ordinance passed the 3rd day of December, 1915, and by an Ordinance passed the 3rd day of January, 1916, and by an Ordinance passed the 7th day of November, 1932, adding Section 31-A thereto, and as amended, be and the same is hereby amended so that said Section 31-A shall hereafter read, in words and figures, as follows:-

2. "The City Collector is hereby authorized and directed to receive from any taxpayer, at any time after April first of any current fiscal year, partial or split payments on the amount of any ad valorem taxes covering both real and personal property for any such current fiscal year in installments of not less than 20% of the amount of taxes plus penalty and interest accrued, if any, and provided that the last and final payment shall be made on or before the first day of March after the end of said current fiscal year.

3. "The City Collector is hereby authorized and directed to receive from any taxpayer partial or installment payments on the amount of delinquent ad valorem taxes for any fiscal year or years, covering both real estate and personal property; provided that all partial or installment payments shall be made in such amounts and on such dates and over such period of time as the City Collector with the advice and consent of the City Attorney shall find and determine to be reasonable and convenient; and the City Collector shall collect with each installment payment of the pro rata part of the accrued penalty and interest due and owing at the time of such installment payment for the fiscal year or years to which such installment payment will apply.

4. "The Commissioner of Taxation and/or City Collector shall create and establish a partial payment or installment account system whereby all delinquent taxpayers desiring to pay their delinquent taxes under the provision of this Ordinance, may do so.

5. "All moneys paid by delinquent taxpayers in such installments shall immediately become the property of the City of San Antonio and of the San Antonio Independent School District, and the taxpayer shall, in no event, be entitled to a refund thereof or to any portion of the same; and provided further that interest shall not be charged and collected on the portion of said taxes paid in installments from and after the respective dates of payment; and provided further that all payments made before the accrual of the full penalty shall be deducted from the tax owing before calculating the penalty.

6. "All payments made on delinquent taxes under the provisions of this ordinance, excepting the split payments provided in Section 2 hereof, shall be deposited by the City Collector, in like manner as other taxes, with the City Depository; however, in a special fund account, to be known as PARTIAL PAYMENT BACK TAX FUND ACCOUNT, and to be disbursed as provided in Section 7 of this ordinance.

7. "When any delinquent taxpayer shall have paid into such installment account a sum of money sufficient to pay the taxes owed by him to the City of San Antonio or the San Antonio Independent School District for the earliest unpaid fiscal year, upon personal property or upon one or more of the lots or tracts owned by him, together with the amount of penalty

and interest then owing, as provided by the City Charter, the City Collector shall issue a regular BACK TAX RECEIPT for such fiscal year, and the amount of such taxes, penalty and interest covered by such receipt, shall be debited to the taxpayer's account and shall be withdrawn from the Partial Payment Back Tax Fund Account; and the portion of same belonging to the San Antonio Independent School District shall be paid over to it, and the portion belonging to the City of San Antonio, shall be passed to the credit of the funds or accounts, all in the same form and manner as back taxes are now disbursed.

8. "The City Auditor shall assist in selecting necessary books, forms, pass books, receipts, reports and any other necessary items to be used in carrying out the provisions of this ordinance.

9. "This ordinance shall not have the effect of extending the due date of the payment of any taxes, but the City of San Antonio and (San Antonio Independent School District shall continue to have the right at any time to demand payment in full from any taxpayer, of all taxes, penalty and interest now past due and unpaid, and hereafter to become due and delinquent, and to enforce collection of any and all such delinquent taxes by suit or otherwise as is provided by the Charters of the City of San Antonio and of the San Antonio Independent School District and by the laws of the State of Texas."

10. The fact that there are thousands of dollars in taxes now due the City of San Antonio, and have been due to the City for many months past by persons who could meet this obligation to the City if it were divided into partial payments spread over a reasonable time, but who cannot pay the amount of taxes, interest and penalty in a lump sum, and whereas, there has been no machinery in the office of the City Collector to receive partial payments as here specified, creates an emergency and an imperative public necessity that said ordinance take effect at once, and it is hereby ordered that the rule requiring a general ordinance be read at three separate meetings of the City Commission, be and the same is hereby suspended by the unanimous vote of the Commissioners, and this ordinance shall take effect at the date of its passage.

11. PASSED AND APPROVED this 28th day of September, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

A RESOLUTION (688) *OL-346*

AUTHORIZING THE CITY ATTORNEY TO DISMISS CERTAIN TAX SUITS.

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WHEREAS, under the provisions of Article 7336-f of the Revised Civil Statutes 1925, all taxes now that were delinquent on December 31, 1919, are forever barred; NOW, THEREFORE:-

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

That the City Attorney be and he is hereby authorized and directed to dismiss all

pending suits and causes of action for taxes insofar as such pending suits and causes of action are based on taxes that were delinquent of December 31st, 1919.

PASSED AND APPROVED this 28th day of September, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

AN ORDINANCE (707) *OI-347*

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1939, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE KEEPING AND RELEASING THE SURETIES ON BONDS ON RECEIPTS NOS. 5 AND 6, GIVEN BY SAID BANK AS CITY DEPOSITORY.

- - -

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

1. That the securities pledged with the Governing Body of the City of San Antonio by the National Bank of Commerce of San Antonio, Texas, as City Depository, to secure the Funds of said City, deposited and to be deposited, in said Bank during the fiscal year beginning June 1, 1939 and ending May 31, 1940, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, counter signed by the City Auditor, be given said Bank for securities pledged by it, which said securities are described as follows:

Securities pledged by the National Bank of Commerce are described in Receipts Nos. 1, 2, 4, and 7 attached to Ordinances dated August 2, 1939 and August 10, 1939 and attached Receipts Nos. 8 and 9, which are made a part of this ordinance by reference as fully as if they were specified herein.

2. The receipts given to said Bank for securities pledged by it shall recite, in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce, San Antonio, Texas, as a Depository of said City, for the purpose of securing the Funds of said City, deposited and to be deposited, in said Bank during the Fiscal year beginning June 1, 1939, upon the terms and conditions prescribed and provided by law.

3. It is directed that said securities be deposited by the Mayor, for safe-keeping in safe deposit box in the vaults of the National Bank of Commerce rented by the City from the said bank.

4. That all securities on all bonds on Receipts Nos. 5 and 6 given to said City by said National Bank of Commerce, as City Depository, be and are hereby released from

further liability as sureties on such bonds.

5. PASSED AND APPROVED this the 29th day of September, 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

AN ORDINANCE (708) *OI-348*

GRANTING PERMISSION TO CLOSE NACIONAL STREET.

- - -

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

1. That permission is hereby granted to the National Youth Administration to close Nacional Street between Wombold Alley and South Presa Street; provided that a sufficient portion of said street shall be left open so as to permit the unobstructed flow of one-way traffic thereon.

2. WHEREAS, it is necessary for the public safety of the City in the exercise of its police power for the proper regulation of traffic, the control of public streets and the prevention of the blocking and encumbering of the streets in the congested business district, an urgency is created that this ordinance take immediate effect upon its passage; therefore, upon the passage of this ordinance by vote of four-fifths of the Commissioners, it shall be effective, as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 2nd day of October, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE *OI-349*

AMENDING THE TRAFFIC ORDINANCE BY ADDING THERETO RULE 48-(d).

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

1. That an ordinance entitled "AN ORDINANCE REGULATING TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING PENALTIES", passed and approved on the 8th day of December, 1921, as amended, be and the same is hereby amended by adding Section (d) to Rule 48 (forbidding day and night parking on certain streets), as follows:-

2. "Rule 48-(d). On Nacional Street, between Wombold Alley and South Presa Street."

3. WHEREAS, it is necessary for the public safety of the City in the exercise of

its police power for the proper regulation of traffic, the control of public streets and the prevention of the blocking and encumbering of the streets in the congested business district, an urgency is created that this ordinance take immediate effect upon its passage; therefore, upon the passage of this ordinance by vote of four-fifths of the Commissioners, it shall be effective, as made and provided by the Charter of the City of San Antonio.

4. PASSED AND APPROVED this 2nd day of October, A.D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: October 4, 5, 6, 7, 9, 10, 11, 12, 13 and 14, 1939.

Thornton Hall

Sworn to and subscribed before me this 27th day of October, 1939.

Walter Kuraner
Notary Public in and for
Bexar County, Texas.

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01-350

AN ORDINANCE (723)

CLOSING A PART OF HESSLER STREET, IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. That the part of Hessler Street, beginning at the east curb line of South Presa Street and extending east a distance of 177.35 feet to a point coincident with the property line of what is commonly known as "the Theis property", all within the corporate limits of the City of San Antonio, County of Bexar and State of Texas:

2. Be and the same is hereby abolished and closed by the City of San Antonio as a public street, under the power vested in the City by the Constitution and Laws of the State of Texas and the Charter of the City of San Antonio.

3. The City Engineer and City Assessor are hereby directed to alter their records to conform herewith.

4. This ordinance is passed and approved as a matter of public necessity and convenience, it being for the best interest of the inhabitants of the City to abolish and close the street herein specified.

5. PASSED AND APPROVED this 3rd day of October, A.D. 1939.

Maury Maverick.
Mayor.

ATTEST: J.J. Patterson.
City Clerk.

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