

05-261

## AN ORDINANCE (272)

FIXING THE STATUS AND COMPENSATION OF J. M. STOCKTON.

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

1. That from and after July 1st, 1941, J. M. Stockton, of the San Antonio Health Department, shall receive a monthly salary of \$200.00 per month, of which the City of San Antonio shall pay the sum of \$50.00 per month, through the San Antonio Board of Education, and the balance of same, to-wit: \$150.00 per month, shall be received from the Texas Board for Vocational Education and the San Antonio Independent School District, said J. M. Stockton being enrolled as a teacher and instructor of vocational education, to-wit: Food Handling and Public Health Program; there is hereby appropriated from the 1941 General Fund - Health Department, the sum of \$600.00 to apply on said salary for one year, beginning July 1st, 1941 and ending June 30th, 1942, which appropriation shall be paid at the rate of \$50.00 per month to said Board of Education for the account of J. M. Stockton.
2. J. M. Stockton shall perform the services of teacher and instructor of Food Handling and Public Health in the training schools of said San Antonio Board of Education for said period.
3. J. M. Stockton shall retain his status as an employee of the City Health Department.
4. PASSED AND APPROVED this 1 day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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05-262

## AN ORDINANCE (273)

ACCEPTING PROPOSAL OF MRS. MAUD PRUE AND HUSBAND, H. M. PRUE,  
TO SELL CERTAIN LANDS FOR SITE OF THE NEW MUNICIPAL AIRPORT;  
AND APPROPRIATING FUNDS FOR THE PAYMENT THEREOF.

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

1. That the proposal of Mrs. Maud Prue and husband, H. M. Prue, to sell certain lands, to the City of San Antonio for site of the new Municipal Airport, all of said property being situated in Bexar County, Texas, out of the Antonio Perez Survey in the County Block 5720, be and the same is hereby accepted.
2. That \$7,000.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to Mrs. Maud Prue and husband, H. M. Prue, in consideration of conveyance, by warranty deed, to the City of San Antonio of 7.91 acres of land, more or less, and being Lots 8 and 9, Block 3, together with all title and interest in all roads connected therewith, in North Loop Estate Subdivision, in County Block 5720.
3. The City Auditor is directed to deliver warrants as above set out to the parties named upon delivery of proper deeds, releases, guaranty titles, and all other instruments required and approved by the City Attorney.
4. PASSED AND APPROVED this 1 day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk.

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05-263

## AN ORDINANCE (274)

ACCEPTING PROPOSAL OF BENNO SCHEEL AND WIFE ADA H. SCHEEL, TO SELL CERTAIN LANDS TO THE CITY OF SAN ANTONIO FOR SITE OF THE NEW MUNICIPAL AIRPORT; AND APPROPRIATING FUNDS FOR THE PAYMENT THEREOF.

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

1. That the proposal of Benno Scheel and wife, Ada H. Scheel, of Bexar County, Texas, to sell certain lands, to the City of San Antonio, for site of the new Municipal Airport, all of said property being situated in Bexar County, Texas, out of the Antonio Perez Survey in County Block 5720, be and the same is hereby accepted.
2. That \$6,000.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to Benno Scheel and wife, Ada H. Scheel, in consideration of conveyance, by warranty deed, to the City of San Antonio of 1.5 acres of land, more or less, out of a 12.73 acre tract recorded in Vol. 552, pages 292 and 293, Deed Records of Bexar County, Texas, out of Survey No. 10, Antonio Perez, about 7 miles northeast of San Antonio, in Bexar County, Texas.
3. The City Auditor is directed to deliver warrant as above set out to the parties named upon delivery of proper deeds, releases, guaranty titles, and all other instruments required and approved by the City Attorney.
4. PASSED AND APPROVED this 1 day of August, A.D. 1941.

C. K. QUIN  
MAYOR

Attest:

Jas. Simpson  
City Clerk

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05-264

## AN ORDINANCE (275)

ACCEPTING PROPOSAL OF REINHARDT J. FISCHER AND WIFE, MARTHA FISCHER, AND EARL C. FRATES TO SELL CERTAIN LANDS AND LEASEHOLD ESTATE THEREIN, TO THE CITY OF SAN ANTONIO, FOR SITE OF THE NEW MUNICIPAL AIRPORT; AND APPROPRIATING FUNDS FOR THE PAYMENT THEREOF.

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

1. That the proposal of Reinhardt J. Fischer and wife, Martha Fischer, and Earl C. Frates, of Bexar County, Texas, to sell certain lands, and leasehold estates therein, to the City of San Antonio for site of the new Municipal Airport, all of said property being situated in Bexar County, Texas, out of the Antonio Perez Survey in County Block 5720, be and the same is hereby accepted.
2. That \$11,400.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to Reinhardt J. Fischer, and wife Martha Fischer, in consideration of conveyance by warranty deed to the City of San Antonio of 14.91 acres of land, more or less, and being the balance of 63.6 acre tract<sup>out</sup> of the Antonio Perez Survey in County Block 5720 out of which 48.86 acres have already been sold to the City of San Antonio.
3. That \$1250.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to Earl C. Frates for release, and conveyance of all leasehold estate in the above described parcel or tract of land.
4. The City Auditor is directed to deliver warrants as above set out to the respective parties named upon delivery of proper deeds, releases, guaranty titles, and all other instru-

ments required and approved by the City Attorney.

5. PASSED AND APPROVED this 1 day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

James Simpson

City Clerk

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05-265

AN ORDINANCE (276)

ACCEPTING PROPOSAL OF W. C. HOLLAND AND R. F. LICHTENBERG TO SELL CERTAIN LANDS AND LEASEHOLD ESTATE THEREIN AND CROPS THEREON FOR SITE OF THE NEW MUNICIPAL AIRPORT; AND APPROPRIATING FUNDS FOR THE PAYMENT THEREOF.

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

1. That the proposal of W. C. Holland and R. F. Lichtenberg, of Bexar County, Texas, to sell certain lands, and leasehold estates therein and crops thereon, to the City of San Antonio for site of the new Municipal Airport, all of said property being situate in Bexar County Texas, out of the Antonio Perez Survey in County Block 5720, be and the same is hereby accepted.

2. That \$10,179.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to W. C. Holland, in consideration of conveyance to the City of San Antonio of 31.39 acres of land, more or less, and being Lots 13, 14, 15, 16, 17, 20, 21, 22 and 23, Block 1, Lots 10, 11, 12, and 13, Block 2, Lots 1, 2, 3, 4, 5 and Lots 7 and 10, Block 3, together with all title and interest in all roads connected therewith, in North Loop Estate Sub-division.

3. That \$350.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to W. C. Holland and R. F. Lichtenberg for release and conveyance of all leasehold estate in the above described parcels or tracts of land and crops on same.

4. The City Auditor is directed to deliver warrants as above set out to the respective parties named upon delivery of proper deeds, releases, guaranty titles, and all other instruments required and approved by the City Attorney.

5. PASSED AND APPROVED this 1 day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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05-266

AN ORDINANCE (282)

AUTHORIZING AND DIRECTING THE MAYOR TO CANCEL CERTAIN FIRE INSURANCE; AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT FOR FIRE INSURANCE COVERING PUBLIC BUILDINGS.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to cancel certain fire insurance on public buildings of the City of San Antonio evidenced by the following Fire Insurance policies:

Policy Prefix and Number	Name of Insurance Company	Date of Policy	Amount of Insurance	Description of Coverage	Expiration Date	Premium
104	Sentinel Fire Ins Co	12-21-40	295,400	Fire & EC	12-21-43	1609.93

Policy Prefix and Number	Name Name of Insurance Company	Date of Policy	Amount of Insurance	Description of Coverage	Expira-tion Date	Premium
105	Sentinel Fire Ins. Co	12-21-40	100,000	Fire	12-21-43	465.00
862770	Dubuque F & M Ins. Co	12-21-40	295,400	Fire & EC	12-21-43	1609.93
862771	"	12-21-40	100,000	Fire	12-21-43	465.00
300229	St. Paul F & M Ins. Co	12-21-40	295,400	Fire & EC	12-21-43	1609.93
300230	"	12-21-40	100,000	Fire	12-21-43	465.00
1003	Commercial Union Fire	12-21-40	295,000	Fire & EC	12-21-43	1609.93
1004	" of N.Y.	12-21-40	100,000	Fire	12-21-43	465.00
3005	"	12-21-40	595,000	Explosion	12-21-43	368.90
60423	Merchants Fire Assur.	12-21-40	295,000	Fire & EC	12-21-43	1609.93
60424	"	12-21-40	100,000	Fire	12-21-43	465.00

which policies were purchased through Rohde & Gittinger, Dennis, Hinckle & Wray, Sawtelle, McAllister & Cary, Altgelt & Altgelt, and Perry & Savage, under authority of an ordinance, passed and approved on the 13th day of February, A.D. 1941, entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FIRE INSURANCE POLICIES, AND APPROPRIATING THE SUM OF THREE THOUSAND ONE HUNDRED FIFTY DOLLARS AND NINETY EIGHT CENTS (\$3,150.98) IN PAYMENT OF PREMIUMS".

2. Said ordinance of the 13th day of February, A.D. 1941, entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FIRE INSURANCE POLICIES, AND APPROPRIATING THE SUM OF THREE THOUSAND ONE HUNDRED FIFTY DOLLARS AND NINETY EIGHT CENTS (\$3,150.98), IN PAYMENT OF PREMIUMS", be and the same is hereby repealed.

3. That the Mayor be and he is hereby authorized to reinsure the public buildings of the City of San Antonio, in amounts and companies as the Mayor and Commissioners may deem proper.

4. PASSED AND APPROVED this 4 day of August, A.D. 1941.

C. K. QUIN

MAYOR

Attest:

Jas. Simpson

City Clerk

05-267 \* \* \*

LEASE CONTRACT OF CITY HALL CIGAR STAND, BETWEEN ZOIE STROTHER AND  
CITY OF SAN ANTONIO.

THE STATE OF TEXAS,

COUNTY OF BEXAR.

1. This agreement of lease, made this 5 day of August, A.D. 1941, by and between the City of San Antonio, a municipal corporation, herein styled Lessor, under the authority of an ordinance passed on the 4th day of August, A.D. 1941, and Zoie Nesbit Strother, a widow, herein styled Lessee, all of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor does by these presents lease and demise unto the Lessee, and the Lessee agrees to lease and pay for the following described property, to-wit:

3. Being situated in the City of San Antonio, County of Bexar and State of Texas, and being a part of the main hall or lobby of the City Hall Building, about ten (10) feet wide and twenty (20) feet long, on the Southwest side of said hall between the entrance to the City Tax Collector's Office and the West side of said building now occupied by the Cigar Stand; on Military Plaza;

4. This lease being for a period of one (1) year, beginning on the 1st day of

August, 1941 and ending on the 31st day of July, 1942, the rent payable monthly in advance from month to month at the rate of Thirty and 25/100 Dollars (\$30.25) per month.

5. The leased premises to be occupied as a stand for the business of selling tobacco, soft drinks, candy, pastry, sandwiches, coffee, and such other articles and commodities usually sold and dispensed by similar institutions.

6. The Lessee will construct the necessary fixtures to correspond, as nearly as possible, with the settings and trimmings of the building and in such a manner as not to injure or deface the wall or floors where said fixtures are installed; the title to said fixtures to remain in the Lessee, free from any claim of the Lessor except the lien for the rent; and upon the expiration of this lease said fixtures may be removed by the Lessee.

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

8. Lessee shall promptly execute and fulfill all the ordinances of the city corporation, applicable to said premises, and all orders and requirements imposed by the Board of Health, Sanitary and Police Departments, for the correction, prevention and abatement of nuisances in, or upon or connected with premises during the said term, at Lessee's expense.

9. To secure the payment of the rent herein the Lessee herein grants unto the Lessor a contract lien upon all the fixtures of the Lessee installed upon said premises; which lien shall be cumulative of all the rights of a landlord under the Statutes of the State of Texas, and shall not operate as a waiver of same.

10. In case of default in any of the above covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare this lease forfeited at Lessor's discretion, and Lessor, or Lessor's agent, or attorney, shall have the right without further notice or demand to re-enter and remove all persons therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant; or at its option, Lessor or Lessor's agent, or attorney, may resume possession of the premises and relet the same for the remainder of the term at the rent he may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises.

11. IN TESTIMONY WHEREOF, the parties to this agreement have hereunto set their hands, in duplicate, the day and year above written.

CITY OF SAN ANTONIO

By C. K. Quin Mayor  
Lessor

Attest:

Jas. Simpson

City Clerk.

Zoie Nesbit Strother

Lessee.

8/7/41

For value received, I hereby transfer and assign this lease to Edgar Koehler and wife Otilie Koehler.

Zoie Nesbit Strother

The City of San Antonio hereby consents to transfer and assignment of the above lease, by Zoie Nesbit Strother, Lessee, to Edgar Koehler and wife, Otilie, and release said Zoie Nesbit Strother from the obligation to pay any future rentals upon acceptance and agreement by Edgar Koehler and wife, Otilie Koehler, to comply with all of the terms of said lease.

Done at San Antonio, Texas, this 7th day of August, A.D. 1941.

CITY OF SAN ANTONIO

Attest:

Jas. Simpson  
City Clerk

By C. K. QUIN  
M a y o r

We agree to comply with all the terms and conditions of the within lease.

This 7th day of August, A.D. 1941.

Ed H. Koehler

Otilie Koehler

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05-268

AN ORDINANCE(311)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE THE  
CONSENT OF THE CITY OF SAN ANTONIO TO TRANSFER AND ASSIGNMENT OF  
LEASE ON THE CITY HALL CIGAR STAND.

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 consent of the City of San Antonio to transfer and assignment of lease on the City Hall Cigar Stand, by Mrs. Zoie Nesbit Strother, Lessee, to Edgar Koehler and wife, Otilie Koehler, and releasing present lessee from liability, provided the new lessees under said lease assume and agree to comply with all of the terms and conditions of said lease, executed on the 5th day of August, A.D. 1941.

2. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson  
City Clerk

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05-269

AN ORDINANCE(312)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE  
CONTRACT WITH COMPETENT ARCHITECTS FOR ARCHITECTURAL SERVICES IN RELATION  
TO CONSTRUCTION PROJECT OF COLISEUM BUILDING, HORSE BARN, GARAGE AND REPAIR  
BUILDING FOR USE OF THE TEXAS STATE DEFENSE GUARD.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to employ and execute contract with competent architects for all architectural and engineering services to be rendered in relation to the Construction Project of Coliseum Building, Horse Barns, Garage and Repair Building for use of the Texas State Defense Guard to be located on City owned property south, Southwest and west of Alamo Stadium-south of Hildebrand Avenue and adjacent to Brackenridge Park, in the City of San Antonio, Bexar County, Texas, at a total fee not to exceed \$71,531.00, said fee to be paid from Federal Grant, in accordance with Public Defense Application dated August 7th, 1941.

2. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN  
M a y o r

Attest:

Jas. Simpson  
City Clerk

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05-270

AN ORDINANCE (313)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION  
FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF  
COLISEUM BUILDING, HORSE BARN, GARAGE AND REPAIR BUILDING FOR USE OF THE  
TEXAS STATE DEFENSE GUARD.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and

directed to execute Application for Federal Assistance for Grant, to the Federal Works Agency- Public Works Administration, of the United States Government, for Government Construction Project of Coliseum Building, Horse Barns, Garage and Repair Building for use of the Texas State Defense Guard to be located on city owned property south, southwest and west of Alamo Stadium - south of Hildebrand Avenue and adjacent to Brackenridge Park, in the City of San Antonio, Bexar County, Texas, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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05-271 AN ORDINANCE (314)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE AMENDING RULE 39 OF 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", PASSED AND APPROVED ON THE 27TH DAY OF AUGUST, A.D. 1936, AS AMENDED.

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

That Rule 39 of an ordinance entitled "AN ORDINANCE AMENDING RULE 39 OF 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," passed and approved on the 27th day of August, A.D. 1936, as amended, be and the same is amended hereby by adding paragraph 39-v-1 thereto, as follows:

"39-v-1: That the Commissioner of Fire and Police be and he is hereby authorized at his discretion to issue exemption tags or stickers for motor vehicles being operated on the streets of the City of San Antonio, exempting the respective owners thereof from the payment of parking meter fees and charges."

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 four-fifths vote of the Commissioners it shall be effective, as made and provided by the Charter of the City of San Antonio.

PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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05-272 AN ORDINANCE (302)

MAKING ADDITIONAL APPROPRIATION OF \$22.75 FOR PAYMENT TO W. C. HOLLAND FOR 7/100 ACRES OF LAND WHICH AMOUNT WAS NOT PROVIDED FOR IN PREVIOUS APPROPRIATION BECAUSE OF INACCURACY OF SURVEY CALCULATION OF AMOUNT OF ACREAGE.

1. WHEREAS, the proposal of W. C. Holland to sell certain lands, and leasehold estates

therein and crops thereon, to the City of San Antonio for site of the New Municipal Airport, has heretofore been accepted and approved by ordinance passed and approved by the Commissioners of the City of San Antonio on the 1st day of August, A.D. 1941; and,

2. WHEREAS, the sum of \$10,179.00 was appropriated out of the Airport Fund of 1941 for the payment of said land, it being set out that the said acreage of W. C. Holland tract to be purchased contained 31.32 acres of land, and said proposal stipulated that such land be purchased for an amount of \$325.00 an acre, and was accepted on that basis; and,

3. WHEREAS, because of an inaccuracy in the calculation of the amount of acreage by the engineers who have previously prepared an ownership map of the Airport site, it was discovered that 7/100 acre had not been included in the original appropriation, it being shown that the acreage amount is actually 31.39 acres instead of 31.32 acres, which figure was given by the engineers in the preparation of said original appropriation; NOW, THEREFORE:

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

4. That \$22.75 be and the same is hereby appropriated out of the Airport Fund of 1941, in payment to W. C. Holland for release and conveyance of all said 31.39 acres of land, including the 7/100 acre above referred to which was not included in the original appropriation.

5. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-273

AN ORDINANCE (303)

AUTHORIZING THE EMPLOYMENT OF SPECIAL APPRAISERS COVERING CERTAIN PROPERTIES ON HOUSTON STREET, BETWEEN ST. MARYS STREET AND BROADWAY; AND APPROPRIATING \$1,000.00 FOR SUCH PURPOSE.

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

1. That the Commissioner of Taxation of the City of San Antonio be and he is hereby authorized to employ R. W. Patton, M.A.I. and Paul W. Adams, M.A.I., as Special Appraisers, to furnish a formal appraisal, together with all supporting data, covering certain properties situated on Houston Street, between St. Mary's Street and Broadway, to be designated by the Commissioner of Taxation.

2. That the sum of \$1,000.00 be and the same is hereby appropriated out of the 1941 General Fund - Taxation Department, to be paid to the above persons, in such amount or amounts and at such times as may be shown by approved statements of the Commissioner of Taxation.

3. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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Appro. No. 220

05-274 AN ORDINANCE (315)

ACCEPTING PROPOSAL OF ANTONIETTE SCHROEDERS, A FEME SOLE, TO SELL CERTAIN LANDS TO THE CITY OF SAN ANTONIO FOR SITE OF THE NEW MUNICIPAL AIRPORT; AND APPROPRIATING FUNDS FOR THE PAYMENT THEREOF.

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

1. That the proposal of Antoniette Schroeders, a feme sole, of Bexar County, Texas, to sell certain lands, to the City of San Antonio, for site of the new Municipal Airport, all of said property being situate in Bexar County, Texas, out of the Antonio Perez Survey #10, be and the same is hereby accepted.

2. That \$1,800.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to Antoniette Schroeders, a feme sole, in consideration of conveyance, by warranty deed, to the City of San Antonio of 3 acres out of Antonio Perez Survey #10, being Lots 1, 2 and 3 of Colonial Heights, a subdivision of a portion of said Perez Survey, according to plat thereof recorded in Vol. 980, page 37, of the Plat Records of Bexar County, Texas, and being more particularly described as follows: to-wit:

Beginning at the northern intersection of the North Loop Road and the West line of the Wetmore Road; Thence N. 40 Deg. 22' E. 427.6 feet to a point; Thence W. 306.6 to a point; Thence S. 40 deg. 22' W. 427.06 feet; Thence E. 306.06 feet to the place of beginning;

in Bexar County, Texas.

3. The City Auditor is directed to deliver warrant as above set out to Antoniette Schroeders upon delivery of proper deeds, releases, guaranty titles, and all other instruments required and approved by the City Attorney.

4. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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Appro. No. 221

05-275 AN ORDINANCE (316)

ACCEPTING PROPOSAL OF ALICE EDWARDS COOPER, JOINED BY HER HUSBAND, J. W. COOPER, JR., JESSE I. EDWARDS AND J. SLAYDEN EDWARDS, TO SELL CERTAIN LANDS TO THE CITY OF SAN ANTONIO FOR THE SITE OF THE NEW MUNICIPAL AIRPORT; AND APPROPRIATING FUNDS FOR THE PAYMENT THEREOF.

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

1. That the proposal of Alice Edwards Cooper, joined by her husband, J. W. Cooper, Jr., Jesse I. Edwards and J. Slayden Edwards, to sell certain lands, to the City of San Antonio, for site of the new Municipal Airport, all of said property being situate in Bexar County, Texas, out of North Loop Estates, be and the same is hereby accepted.

2. That \$1700.00 be and the same is hereby appropriated out of the Airport Fund of 1941 in payment to Alice Edwards Cooper, joined by her husband, J. W. Cooper, Jr., Jesse I. Edwards and J. Slayden Edwards, in consideration of conveyance by warranty deed, to the City of San Antonio of Tracts 18 and 19, Block 1, County Block 5720, North Loop Estates, according to Map or plat thereof recorded in Vol. 980, page 78, Deed and Plat Records of said County; and being the same property conveyed to grantors herein by deed from W. C. Holland, dated June 20, 1941, filed for record June 26, 1941, and recorded in Vol. Page , Deed Records of said

County.

3. The City Auditor is directed to deliver warrant as above set out to Alice Edwards Cooper, joined by her husband, J. W. Cooper, Jr., Jesse I. Edwards and J. Slayden Edwards, upon delivery of proper deeds, releases, guaranty titles, and all other instruments required and approved by the City Attorney.

4. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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Appro. No. 222

05-276

AN ORDINANCE (317)

AUTHORIZING THE EMPLOYMENT OF ENGINEERS FOR PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS TO BE USED IN APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT, FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE SEWAGE TREATMENT PLANS OF THE CITY OF SAN ANTONIO; AND APPROPRIATING \$1,000.00 FOR SUCH PURPOSE.

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

1. That the City of San Antonio does hereby employ H. R. F. Helland, F. T. Drought, J. W. Beretta Engineers Inc., Matthews & Kenan, and W. E. Simpson Co., hereinafter called "Engineers", to perform all preliminary engineering services necessary for the preparation of preliminary plans and specifications to be used in Application for Federal Assistance for Grant, to the Federal Works Agency-Public Works Administration, of the United States Government, for the construction of improvements to the Sewage Treatment Plant of the City of San Antonio, and all other instruments necessary in connection therewith.

2. That there is hereby appropriated out of the 1941 General Fund - Sewage Treatment Account, the sum of \$1,000.00 to be paid to said Engineers upon the completion of this preliminary work and approval by the City of San Antonio, and the filing of the Application for said Grant with the Federal Government, as an advance payment on said Engineers' fee, the same to be refunded to the City of San Antonio in the event the Application for Grant is approved and work performed under same, said refund to be made from the first payment on fee received by said Engineers under said Grant.

3. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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Appro. No. 223

05-277

AN ORDINANCE (318)

AUTHORIZING THE EMPLOYMENT OF ARCHITECT FOR PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS TO BE USED IN APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT, FOR A RECREATION CENTER IN LIONS' FIELD AND BASEBALL BLEACHERS IN PITTMAN-SULLIVAN PARK, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; AND APPROPRIATING \$200.00 FOR SUCH PURPOSE.

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

1. That the City of San Antonio does hereby employ Malcolm G. Simons, hereinafter called "Architect", to perform all preliminary architectural services necessary for the preparation of preliminary plans and specifications to be used in Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for the construction of a Recreation Center in Lions' Field and Baseball Bleachers in Pittman-Sullivan Park, in the City of San Antonio, Bexar County, Texas, and all other instruments necessary in connection therewith.

2. That there is hereby appropriated, out of the 1941 General Fund - Recreation Department, the sum of \$200.00, to be paid to said Malcolm G. Simons, Architect, upon the completion of this preliminary work and approval by the City of San Antonio, and the filing of the Application for said Grant with the Federal Government, as an advance payment on said Architect's fee, the same to be refunded to the City of San Antonio in the event the Application for Grant is approved and work performed under same, said refund to be made from the first payment on fee received by said Architect under said Grant.

3. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson  
City Clerk

\* \* \*

Appro. No. 224

05-278

AN ORDINANCE (319)

AUTHORIZING THE EMPLOYMENT OF ARCHITECT FOR PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS TO BE USED IN APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT, FOR THE CONSTRUCTION OF NEW SWIMMING POOLS AT BRACKENRIDGE, SAN PEDRO, PITTMAN-SULLIVAN AND LOS ANGELES HEIGHTS PARKS, AND THE REHABILITATION OF OLD SWIMMING POOLS AT CONCEPCION, LAMBERT, CENTRAL, FRIO AND ELMENDORF PARKS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; AND APPROPRIATING \$300.00 FOR SUCH PURPOSE.

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

1. That the City of San Antonio does hereby employ Malcolm G. Simons, hereinafter called "Architect", to perform all preliminary architectural services necessary for the preparation of preliminary plans and specifications to be used in Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for the construction of new Swimming Pools at Brackenridge, San Pedro, Pittman-Sullivan and Los Angeles Heights Parks, and the rehabilitation of old Swimming Pools at Concepcion, Lambert, Central, Frio and Elmendorf Parks, in the City of San Antonio, Bexar County, Texas, and all other instruments necessary in connection therewith.

2. That there is hereby appropriated out of the 1941 General Fund - Recreation Department, the sum of \$300.00, to be paid to said Malcolm G. Simons, Architect, upon the completion of this preliminary work and approval by the City of San Antonio, and the filing of the Application for said Grant with the Federal Government, as an advance payment on said Architect's fee, the same to be refunded to the City of San Antonio in the event the Application for Grant is approved and work performed under same, said refund to be made from the first payment on fee received by said Architect under said Grant.

3. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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Appro.No. 225

AN ORDINANCE (320)

AUTHORIZING THE EMPLOYMENT OF ENGINEERS FOR PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS TO BE USED IN APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT, FOR THE CONSTRUCTION OF AN INCINERATOR OR INCINERATORS FOR THE CITY OF SAN ANTONIO; AND APPROPRIATING \$750.00 FOR SUCH PURPOSE.

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

1. That the City of San Antonio does hereby employ H. R. F. Helland, F. T. Drought, J. W. Beretta Engineers Inc., Matthews & Kenan and W. E. Simpson Co., hereinafter called "Engineers", to perform all preliminary engineering services necessary for the preparation of preliminary plans and specifications to be used in Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for the construction of an incinerator or incinerators for the City of San Antonio, and all other instruments necessary in connection therewith.

2. That there is hereby appropriated, out of the 1941 General Fund - Street Cleaning Department, the sum of \$750.00, to be paid to said Engineers upon the completion of this preliminary work and approval of the City of San Antonio, and the filing of the Application for said Grant with the Federal Government, as an advance payment on said Engineers' fee, the same to be refunded to the City of San Antonio in the event the Application for Grant is approved and work performed under same, said refund to be made from the first payment on fee received by said Engineers under said Grant.

3. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

\* \* \* \*

Appro. No. 226

AN ORDINANCE (321)

AUTHORIZING THE EMPLOYMENT OF ENGINEERS FOR PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS TO BE USED IN APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT, FOR THE REVISION AND IMPROVEMENT OF THE SANITARY SEWERAGE SYSTEM OF THE CITY OF SAN ANTONIO; AND APPROPRIATING \$2,500.00 FOR SUCH PURPOSE.

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

1. That the City of San Antonio does hereby employ J. W. Beretta Engineers, Inc., Matthews & Kenan, W. E. Simpson Company, and H. R. F. Helland & F. T. Drought, Associated Engineers, hereinafter called "Engineers", to perform all preliminary engineering services necessary for the preparation of preliminary plans and specifications to be used in Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for the revision and improvement of the sanitary sewerage system of the City of San Antonio, the outlying districts thereof and the connections to the military

establishments adjacent to the City, and all other instruments necessary in connection there-with.

2. That there is hereby appropriated, out of the 1941 General Fund - Sewer Maintenance Department, the sum of \$2,500.00, to be paid to said Engineers upon the completion of this preliminary work and approval by the City of San Antonio, and the filing of the Application for said Grant, with the Federal Government, as an advance payment on said Engineer's fee, the same to be refunded to the City of San Antonio in the event the Application for Grant is approved and work performed under same, said refund to be made from the first payment on fee received by said Engineers under said Grant.

3. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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05-281

AN ORDINANCE (322)

MAKING AN ADJUSTMENT OF RENTALS UNDER CONTRACT WITH HAROLD WINTERS FOR CONCESSIONS IN THE PARKS OF THE CITY OF SAN ANTONIO.

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

1. That the sum of \$3,312.00 be and the same is hereby accepted from Harold Winters in full payment and settlement of all rentals and payments due for the second year under the Concessions Contract dated February 2nd, 1940, being sixty (60%) per cent of the total amount due under said contract for said second year, less credit of \$720.00 for payments previously made.

2. That this agreement of settlement is upon the agreement on the part of Harold Winters, to make full payment of said \$3312.00 within fifteen (15) days from the date of the adoption of this ordinance; and if payment is not made within said fifteen (15) days, this agreement shall not be binding upon the City and shall be null and void after that date.

3. Said sum is accepted in full payment of the second year's rentals because certain construction changes by the City of San Antonio in and about the parks have interrupted the operation of said Winter's concessions, causing a material loss of business.

4. PASSED AND APPROVED this 7th day of August, A.D. 1941.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

\* \* \*

AGREEMENT  
City of San Antonio

05-282

William C. Davis and  
Walter Tynan  
(Tynan & Davis)

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

WHEREAS, there are now pending in the District Courts of Bexar County, Texas, a number of tax suits involving downtown business property in the City of San Antonio, a number of suits involving taxes to be filed against owners of business property, and further a number of

other suits of importance are pending in the Courts in which the City of San Antonio is vitally interested; and

WHEREAS, it is the desire of the City of San Antonio to have William C. Davis and Walter Tynan, Attorneys at Law of San Antonio, Texas, assist its City Attorney in the preparation for and trial of a number of such suits, especially tax litigation:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the City of San Antonio, acting by and through its duly authorized Mayor, C. K. Quin, and William C. Davis and Walter Tynan, do hereby enter into the following agreement, to-wit:

FIRST: That the said City of San Antonio has employed the said attorneys, William C. Davis and Walter Tynan, as its attorneys to assist its City Attorney in handling matter in or out of Court involving the collection of delinquent taxes assessed against downtown business property in the City of San Antonio, and to further assist in handling any other litigation of importance in the trial Court or on appeal when so requested.

SECOND: That the said attorneys, William C. Davis and Walter Tynan agree and bind themselves to assist in preparing each such case for trial and in the conduct of such litigation in the Courts to the best of their skill and ability.

THIRD: In consideration of such services to be rendered by said attorneys, the City of San Antonio agrees to pay them the sum of \$5,000.00; \$1,000.00 of which is to be paid immediately, the remaining \$4,000.00 to be paid at the rate of \$400.00 per month, beginning with the month of August, 1941.

IN WITNESS WHEREOF, the parties hereto set their hands in duplicate this the 1st day of August, A.D. 1941.

CITY OF SAN ANTONIO

By C. K. Quin  
M a y o r

William C. Davis

Walter Tynan

Attest:

Jas. Simpson  
City CLERK

(Ordinance (202) authorizing Mayor to employ Special Counsel and appropriating \$5,000.00 for such purpose passed July 17, 1941.)

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AN ORDINANCE (348)

REGULATING THE STORAGE AND HANDLING OF GASOLINE AND OTHER VOLATILE,  
INFLAMMABLE OILS AND LIQUIDS IN THE CITY OF SAN ANTONIO.

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

Section 1. That hereafter all persons or corporations handling, dealing or selling gasoline or other volatile, inflammable oils and liquids shall conspicuously attach to each and every bottle, can and vessel containing the same a label having printed or plainly written thereon the name of the liquid; also the words, "HIGHLY EXPLOSIVE".

Section 2. That no dealer in gasoline or other volatile, inflammable oils or liquids, as aforesaid, shall carry, store or settle any of the aforesaid liquids in open vessels or tanks; and in no event shall keep more than five (5) gallons of gasoline or other volatile, inflammable oil or liquids inside of any building, and then only in cans approved by the National Board of Fire Underwriters.

Section 3. Storage tanks to contain not exceeding eleven hundred (1100) gallons duly approved by the National Board of Fire Underwriters and otherwise conforming to the requirements of this ordinance may be installed and used in filling stations provided said storage tanks are constructed of at lease twelve (12) gauge steel bearing the National Board of Fire Underwriters'

05-283

label; and tanks shall not be installed under or within the walls of any enclosed building or basement or under any sidewalk or public street.

Section 4. No gasoline storage tank having a capacity greater than eleven hundred (1100) gallons shall be installed at any filling station.

Section 5. Not more than five (5) eleven-hundred (1100) gallon storage tanks may be installed at any filling station. Storage tanks may be placed not less than four (4) feet apart. Each tank must be not less than ten (10) feet from any building, sidewalk or basement, adjoining public or private property. When two (2) or more tanks are installed end to end, there shall be a fire wall of good concrete twelve (12) inches in thickness at the ends between tanks.

Section 6. Not more than ten (10) eleven-hundred (1100) gallon storage tanks will be permitted for any super drive-in filling station; and super drive-in filling stations shall have a total ground space of ten thousand (10,000), or more, square feet.

Section 7. Storage tanks shall be buried under ground with top of tank not less than three (3) feet below the surface of the ground and below the level of any piping to which tanks may be connected, same shall be surrounded with twelve (12) inches of sand well tamped in place, with twelve (12) inches of sand on top of tank and a slab of concrete not less than six (6) inches under each tank. When a tank is installed in driveway, then there shall be a slab of reinforced concrete in no case less than six (6) inches in thickness on top of same capable of sustaining a load of two hundred and fifty (250) pounds per square foot. When requested by City, tanks to be securely anchored to prevent possible floating. Each eleven-hundred (11) gallon tank installed shall be vented with one and one-half ( $1\frac{1}{2}$ ) inch galvanized pipe. When two (2) or more tanks are installed, the vent pipe of each tank shall rise forty two (42) inches above grade line, and may be joined to a header extension rising four (4) feet above the roof of any building within ten (10) feet of same and terminate in a double goose neck spark protector, both openings of which must be covered with a brass wire screen of at least thirty (30) mesh; and header extension shall be increased in diameter one (1) piping size for the addition of every two (2) tank vents over one (1). All vent and suction lines shall be galvanized pipe, and all joints shall be swing type.

Section 8. No gasoline fill pipe or gasoline pump shall be installed either upon or within a distance of three (3) feet of any sidewalk, public street, or public or private property line. The installation of any gasoline pump which is capable of holding one (1) gallon, or more, of gasoline above ground is hereby prohibited.

Section 9. Filler pipe must be made of galvanized iron two (2) inches, or more in diameter entering the top of tank. Upper end of filler pipe must terminate in a screw cap securely locked and must be protected by cast iron filler box, the same to be flush with the grade line.

Section 10. Pipe connecting the tank with the pump shall be of galvanized iron and shall enter on top of tank; said pipe must be buried at least eighteen (18) inches below the surface, and any exposed portion thereof must be thoroughly and properly protected. All connecting pipes must drain toward tank. All gasoline must be drawn from the tanks by means of suction pump approved by the National Board of Fire Underwriters and bearing the Underwriters' label; and said pump shall have an automatic check valve between the pump and storage tanks. All connections of pipe and joints from which gasoline is to pass shall be made with a preparation of glycerine and litharge or other approved substances not affected by gasoline, and approved by the National Board of Fire Underwriters. No gasoline or other volatile, inflammable liquids shall be conveyed by or through any hose or pipe over the surface of any street or sidewalk.

Section 11. Each tank shall have at least one (1) pump connected thereto; and not

more than two (2) pumps shall be connected to one (1) storage tank.

Section 12. "NO SMOKING" signs must be posted in a conspicuous place at all filling stations.

Section 13. Application by petition to establish and maintain gasoline storage tanks and pumps in filling stations in the City of San Antonio shall be made to the Commissioner of Fire and Police before beginning installation; and said petition shall be accompanied by a map or drawing on scale showing the proposed location of tank or tanks with reference to nearby buildings, streets and waterway, and showing in detail all proposed pipe lines, pumps and other improvements.

Section 14. The Commissioner of Fire and Police shall cause the Chief of the Fire Department, Fire Marshal and Plumbing Inspector to make an examination of said petition, accompanying maps, and the proposed site of tank or tanks, and make written report to him thereon. Should the petition be granted by the Commissioners of the City of San Antonio, the Plumbing Inspector shall issue a permit to petitioner upon payment to the License and Dues Collector of the City of San Antonio a fee of \$5.00 for each storage tank and complete filling device to be installed.

Section 15. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and are hereby repealed.

Section 16. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety 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.

PASSED AND APPROVED this 14 day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

05-284  
A RESOLUTION

APPOINTING THE MEMBERS OF EXAMINING AND SUPERVISING BOARD OF PLUMBERS.

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

1. That the following named persons:

M. Vilcoq  
Clarence Sieckenius  
Emil Haenig  
Dr. W. A. King  
T. H. Coghill

are hereby elected and appointed members of the Examining and Supervising Board of Plumbers, with the authority placed in them by the ordinance creating their office, to act for the term ending May 31st, 1943.

2. PASSED AND APPROVED this 21st day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk.

03-285  
 LEASE CONTRACT (FIRE STATION 19) CITY OF SAN ANTONIO WITH J. E. KAUFFMANN.  
 (Ordinance Contract, page 409 Bk "J".)

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

1. THIS AGREEMENT OF LEASE made this the 24th day of July, A.D. 1941, between the City of San Antonio, a municipality of the State of Texas, acting by and through its Mayor duly authorized, hereinafter called "LESSOR", and J. E. Kauffmann, hereinafter called "LESSEE", WITNESSETH:-
2. That the Lessor lets unto the Lessee and the Lessee hires from the Lessor, that certain tract of land, together with the improvements thereon located, at the intersection of South Flores Street and Robert E. Lee Street, known and designated as the East 207.9 feet of the South 105 feet of Lot B, in County Block 5525.
3. The term of this lease shall be for a period of twenty-four (24) months, beginning June 1st, 1941 and terminating May 31st, 1943, except that the Lessor shall have the right to terminate this lease at any time by giving the Lessee sixty (60) days' notice in writing to vacate the premises. The rental shall be payable, in advance, to the City of San Antonio at the office of the License and Dues Collector, in the City Hall Building, San Antonio, Texas, at the rate of \$50.00 per month for the first 12 months beginning June 1st, 1941, and \$55.00 per month for the next 6 months beginning June 1st, 1942, and \$60.00 per month until the expiration hereof.
4. The Lessee will immediately upon taking possession of the premises re-landscape said property, replace rotten wood and paint with not less than two coats of standard good quality paint, the exposed wood of the building inside and outside, and will take good care of the property, its fixtures and appurtenances and suffer no waste, and shall at his own expense maintain the same and return the hereby demised premises at the termination of this lease in reasonable as good condition as said premises were in at the time of the execution of this lease, and will at all times keep a responsible and reliable caretaker in the building.
5. No change or addition to the building or its equipment shall be made except upon the written permission of the Lessor.
6. The Lessee shall not assign, transfer nor sub-let said property nor any part thereof.
7. If the Lessee shall commit a breach of, or shall fail in the performance of any covenants, conditions, provisions or terms contained in this lease, the Lessor may terminate and end this lease, and the term and estate hereby granted, and all rights and interest hereunder, by giving to the Lessee fifteen (15) days' written notice of the Lessor's election to terminate this lease and, at the expiration of the 15 days specified in said notice, this lease, and the term and estate hereby granted, and all rights and interest of the Lessee hereunder, shall cease, and expire; but nothing contained herein shall affect the Lessor's right to maintain summary proceedings for the non-payment of rent, as provided by statute, or to proceed against the Lessee, as otherwise provided in this lease.
8. The Lessee shall pay to the Lessor the rent herein reserved, on the days and in the manner herein provided, except that the rental for the months of June and July, 1941, have heretofore been paid.
9. The Lessee will pay all charges for water, gas and electricity during the term demised, and shall take out the permits for the same in the name of the lessee.
10. The Lessee shall permit the said Lessor, or its agents, to enter said premises, at reasonable hours, to examine the same.
11. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or avoid, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

12. Lessee specially agrees that as a part of the consideration for this lease, that Lessee will take out, at his own cost and expense and furnish to the City, a policy of public liability insurance in some reliable insurance company, in the amount of not less than \$10,000.00, indemnifying and protecting the City of San Antonio from any and all loss, damage or liability as the result of personal injuries sustained by any person on or using said premises or any appurtenance connected therewith, and at the time of the acceptance of this lease contract will deposit with the City Clerk of the City of San Antonio a copy of such policy, the term of said policy to expire not earlier than the termination date of this lease.

13. IN WITNESS WHEREOF, Lessor has caused this instrument to be signed in duplicate by its duly authorized Mayor, with its corporate seal thereto affixed, and Lessee has executed this instrument, on this the 24th day of July, A.D. 1941.

CITY OF SAN ANTONIO,

By C. K. QUIN Mayor  
Lessor.

Attest:

Jas. Simpson  
City Clerk

J. E. Kauffmann  
Lessee

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05-286

AN ORDINANCE (403)

CONVEYING IN FEE SIMPLE A PORTION OF KERR (OR SAN LUIS) STREET WHICH HAS HERETOFORE BEEN VACATED TO THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS.

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, 1938; and

WHEREAS, said contract agreement provides in part as follows: "It (the city) will vacate, furnish, dedicate,.....any streets, roadways, alleys, sidesalks or other places which the Authority finds necessary in the development of the projects, in the area of a project or projects, or adjacent thereto"; 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

NOW, THEREFORE, BE IT ORDAINED:

That the following described property located in the City of San Antonio, Bexar County, Texas, as follows, to-wit:

Fieldnotes to a triangular tract of land, lying along the West Boundary line of Alazan Creek in the North half of an area formerly occupied by Kerr (or San Luis) Street which has been vacated; and more particularly described by metes and bounds, as follows:

BEGINNING at a point in the South line of N.C.B. 2373 in the West line of the Alazan Creek Easement and located North 84° 01' 30" West along the South line of N.C.B. 2373, 36.0' from the Southeast corner of N.C.B. 2373. Said beginning corner being the North corner of this tract;

THENCE South 6° 30' 20" West, parallel with the East line of N.C.B. 2373, 20.9' to a point in what was formerly known as the center line of Kerr(or San Luis) Street, for the Southwest corner of this tract;

THENCE South 84° 01' 30" East with a line which is in the line formerly occupied by a part of the center-line of Kerr(or San Luis)

Street, 5.4' to a point in the West boundary line of the Alazan Creek Easement, for the Southeast corner of this tract;

THENCE North 8° 00' 35" West with the above mentioned Alazan Creek Easement 21.54' to the point of beginning, be

and the same is 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 all of the hereinabove described property to the Housing Authority of the City of San Antonio, Texas, according to the provisions of this Ordinance.

Passed and approved this the 28th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-287

AN ORDINANCE (404)

CANCELLING CERTAIN TAXES ON PROPERTY ACQUIRED BY THE UNITED STATES OF AMERICA, AND EXEMPTING THE SAME FROM FURTHER TAXATION.

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

1. That taxes in the amounts set out below, on certain property acquired on January 25th, 1941, by the United States of America, in Cause No. 169, in the United States District Court, styled United States of America vs Certain Parcels of land at San Antonio, Texas in the County of Bexar, State of Texas, and Matt M. Bird, et al., be and the same are hereby cancelled, being the pro rata of taxes for the fiscal year 1940 on said property since the acquisition thereof by the United States of America:

				School	City	Total
Matt M. Bird	Lots	1-2	C.B. 6957	\$0.62	\$1.13	\$1.75
M. M. Bird		47	6956	.22	.40	.62
M. M. Bird		(48-51-52-	6956	.66	1.20	1.86
Matt M. Bird		53-54				
		57 to 62	6956	10.48	19.02	29.50
Carmen Speegle		1 to 6	6956	.84	1.53	2.37
Carmen Speegle		(24 to 28	6956	.55	1.00	1.55
Carmen Speegle		(29 - 30				
		(31 & 34	6956	.62	1.13	1.75
Carmen Speegle		(39 to 42				
		45 & 46	6956	1.32	2.39	3.71
H. F. Speegle		35 to 38	6956	.88	1.60	2.48

2. That said above described property be and the same is hereby declared exempt from taxation by the City of San Antonio for 1940 and subsequent years for the term of ownership, use and occupancy by the United States of America.

3. PASSED AND APPROVED this 28th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-288

AN ORDINANCE (405)

MAKING A CONTRACT BETWEEN THE GOLDEN WEST LUBRICATING COMPANY AND THE CITY OF SAN ANTONIO CONCERNING STORAGE AND DELIVERY OF GASOLINE.

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

That this ordinance creates and manifests a contract by and between the City of San Antonio, a municipality in the State of Texas, situated in the County of Bexar, hereinafter called "CITY", acting by and through its Mayor, and Golden West Lubricating Company, situated in the City of San Antonio, Bexar County, Texas, hereinafter called "CONTRACTOR", in words and figures as follows:

1. Contractor agrees to store gasoline for the City of San Antonio in a tank or tanks situated on the premises of Contractor at 516 North San Marcos Street, in the City of San Antonio, Bexar County, Texas, upon delivery of said gasoline to said premises by the City or for the City. The quantity of gasoline to be stored shall at no time exceed 12,000 gallons and should more than such amount be ordered by the City of San Antonio and be ready for delivery without cost to Contractor until the tank or tanks of Contractor are sufficiently empty to store same.

2. Contractor agrees to deliver gasoline to the order of the City at any point in the City of San Antonio, and at Stinson Field, Sewage Disposal Plant, Leon Gravel Pit, North Loop Gravel Pit, Olmos Dam and New Airport, which places are situated without the corporate limits of the City of San Antonio, at any time the City may desire said delivery between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M. during each calendar day.

3. In consideration of said agreements and in consideration of the hereinafter set-out conditions and stipulations, City agrees to pay Contractor the sum of \$.0024 for each gallon of gasoline unloaded and stored in Contractor's tanks, and the sum of \$.0024 for each gallon of gasoline delivered by the order of the City. City agrees to make settlement on the 20th day of each month during the term of this contract, and to settle for the last month of the term of this contract within 15 days after its termination.

4. Contractor agrees to keep said gasoline in the condition in which it was received by the Contractor, free of impurities and other defects, and to deliver said gasoline in the same condition to any point designated by City.

5. City agrees that a temperature and evaporation allowance, in the amount of not more than one per cent of the total amount of gasoline handled by Contractor shall be allowed Contractor; however, said one per cent loss shall be the maximum allowed from the time said gasoline is delivered to Contractor through the time said gasoline is delivered to City at any point or points designated by City.

6. Contractor agrees that all gasoline ordered by the City shall be delivered to the place designated within five hours from the time such request is made. Contractor shall not, however, be responsible for failure to deliver when caused by conditions beyond Contractor's control, such as a strike or delay on the part of the vendor of the gasoline to the City of San Antonio in transporting same to the City. Delays due to causes within the control of Contractor shall not, however, excuse performance by Contractor.

7. Contractor agrees to comply strictly with all laws applicable to Contractor's business, whether Federal, state or local.

8. Strict performance of the terms of this contract is expressly provided for and substantial performance of its terms in good faith and without wilful failure shall not be deemed sufficient performance on the part of the Contractor. Strict performance shall be deemed the essence of the contract and is expressly contractor for by the parties hereto.

9. This agreement and all of its terms is to be performed at San Antonio, Bexar County, Texas. Place of performance shall, however, include Stinson Field, Sewage Disposal Plant, Leon Gravel Pit, North Loop Gravel Pit, Olmos Dam and New Airport, all of which are situated within Bexar County, Texas.

10. In order to secure the faithful performance of each and every condition, stipulation and requirement of this contract on the part of the Contractor, and in order to indemnify and save harmless the City from all damages, either directly or indirectly, arising out of any failure to perform same, the Contractor is required to execute and deliver a performance bond in the amount of \$2,000.00, on or before the date of this contract is effective, to secure the City against the happening of the above contingencies.

11. This contract shall become effective as of September 1st, 1941, and shall terminate at 12:00 midnight November 30th, 1941, or it may be terminated prior to expiration date by either party, on seven days' written notice. With the consent of the Board of Commissioners of the City of San Antonio, Contractor may extend the term hereof for an additional period not to exceed six (6) months by giving 15 days' written notice prior to expiration date.

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

PASSED AND APPROVED this 28th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

13. The foregoing instrument, constituting a contract with Golden West Lubricating Company, is accepted in all things by the undersign duly authorized to do so, this day of A.D. 1941.

GOLDEN WEST LUBRICATING COMPANY

By Wm. H. Olmstead

\* \* \*

THE STATE OF TEXAS  
COUNTY OF BEXAR  
CITY OF SAN ANTONIO

KNOWN ALL MEN BY THESE PRESENTS:

1. That we, Golden West Lubricating Company, a co-partnership composed of W. H. Olmstead, and C. B. Fulton, of San Antonio, Texas as principal and the United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, having a permit to do business in the State of Texas as surety, do acknowledge ourselves held and bound firmly unto the City of San Antonio, of the County of Bexar, and of the State of Texas, in the sum of Two Thousand and no/100 Dollars (\$2,000.00) for the payment of which made in and to the City of San Antonio, at the office of the City Treasurer, in the County of Bexar, we do bind and obligate ourselves, our assigns and successors, jointly and severally.

2. The conditions of this bond are that, whereas, Golden West Lubricating Company hereinafter called Contractor or Principal was awarded the bid by the City of San Antonio to store and deliver to various points, gasoline which is shipped to them for the City of San Antonio to be stored and delivered in accordance with a certain contract between the City of San Antonio and Golden West Lubricating Company dated August 28, 1941 which is hereby referred to and made a part hereof in accordance with the City Ordinance containing said contract or agreement dated August 28, 1941.

3. Now therefore, if the Contractor, the principal party to this obligation, shall observe, perform and comply with all the terms, conditions, stipulations, undertakings, and

provisions, according to their intent and purpose, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and, it is understood and agreed that this bond, shall be a continuous obligation against the Principal and the Surety thereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and, the liability of the Surety shall not be released in any manner, or diminished by any change in the work which may be authorized or directed by the City, or by the exercise or failure to exercise any right or remedy by or on behalf of the City, and this bond shall be cumulative of every right and remedy which the City may have.

4. It is understood and agreed that this bond may be cancelled upon the Surety giving ten (10) days written notice to the City of San Antonio, Texas.

5. It is further understood and agreed that this bond is executed to cover the term of the contract, or from September 1, 1941 to 12:00 midnight November 30, 1941 and such extension as may be granted by the Board of Commissioners of the City of San Antonio, such extension is not to exceed six (6) months from November 30, 1941.

6. IN TESTIMONY WHEREOF, witness our hands and seals on this the 28th day of August A.D. 1941.

GOLDEN WEST LUBRICATING COMPANY  
 Wm. H. Olmstead  
 C. B. Fulton  
 By \_\_\_\_\_  
 Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY  
 By John J. Gill (signed)  
 John J Gill--Attorney in Fact.Surety.

APPROVED AS TO FORM

Victor Keller  
 City Attorney.

\* \* \*

05-289

AN ORDINANCE (406)

AMENDING PARAGRAPH (b), SECTION 3, AND AMENDING SECTION 6 OF AN ORDINANCE ENTITLED "AN ORDINANCE REGULATING THE MAKING OF CUTS, OPENINGS OR EXCAVATIONS, ETC., IN PULRIC PLACES, STREETS, ALLEYS OR HIGHWAYS: REQUIRING BOND OF INDEMNITY AND CERTAIN DEPOSITS, AND PROVIDING PENALTIES."

*Repealed  
 9/23/51  
 Ord # 16005  
 8/24/51  
 Page 514*

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

1. That Paragraph (b), Section 3, and Section 6 of an ordinance entitled "AN ORDINANCE REGULATING THE MAKING OF CUTS, OPENINGS, OR EXCAVATIONS, ETC., IN PUBLIC PLACES, STREETS, ALLEYS OR HIGHWAYS: REQUIRING BOND OF INDEMNITY AND CERTAIN DEPOSITS, AND PROVIDING PENALTIES", PASSED AND APPROVED ON THE 11TH DAY OF JULY, A.D. 1918, be and the same is hereby amended as follows:

2. That there shall be added to paragraph (b), Section 3, the following paragraph:

"That the City Water Board being a City-owned institution, shall be issued permits without paying in advance the estimated cost of the refinishing of such street or other public place where such cut, opening or excavation is made."

3. That there shall be added to Section 6 the following paragraph:

"Provided, however, that should permits be issued to the City Water Board and work is performed by it thereunder, then and in such event the final re-finishing or re-surfacing of said street or other public place shall be performed by the City Water Board at its own expense."

4. PASSED AND APPROVED this 28th day of August, A.D. 1941.

Attest:

Jas. Simpson  
 City Clerk

C. K. QUIN  
 M A Y O R

\* \* \*

05-290

## AN ORDINANCE (407)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE ADOPTING THE PROVISIONS OF ART. 7345d, OF VERNON'S CIVIL STATUTES OF THE STATE OF TEXAS, ANNOTATED", PASSED AND APPROVED ON THE 19TH DAY OF JUNE, A.D. 1941.

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

That an ordinance entitled "AN ORDINANCE ADOPTING THE PROVISIONS OF ART. 7345d, OF VERNON'S CIVIL STATUTES OF THE STATE OF TEXAS, ANNOTATED", passed and approved by the Commissioners of the City of San Antonio on the 19th day of June, A.D. 1941, be and the same is hereby in all things repealed.

PASSED AND APPROVED this 28th day of August, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

\* \* \*

05-291

## AN ORDINANCE (430)

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO JUNIOR CHAMBER OF COMMERCE, LEASING THE OLMOS DRIVING RANGE.

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 the San Antonio Junior Chamber of Commerce, a corporation domiciled in San Antonio, Texas, hereinafter called "LESSEE", acting by and through its duly authorized President, as follows:-

2. That the City grants and the Lessee accepts a lease on that certain tract of land known and designated as the Olmos Driving Range, in Bexar County, Texas, more particularly described as follows:

3. Beginning at a point on the vertical face of the upstream side of the Olmos Dam, said point being at Station 12 plus 40 as shown on construction plans of said Dam; thence in a northeasterly direction along said vertical face of the Olmos Dam 1,000 feet to a point for a corner; thence angle left 90 degrees 00' a distance of 200 feet to a point for a corner; thence angle right 90° 00' a distance of 355.6 feet to a point for a corner; thence angle left 125° 50' a distance of 582.3 feet to a point for a corner; thence angle left 66° 10' a distance of 1037.4 feet to a point for a corner; thence angle left 78° 00' a distance of 456 feet to the place of beginning.

4. For the term beginning June 1st, 1941 and ending May 31st, 1943, for a total rental of \$600.00, said rental to be paid in advance monthly installments on the first of each and every month, each installment being \$25.00 per month, and Lessee and sub-tenant shall pay all utility bills for the operation of said business.

5. All payments shall be made at the office of the License and Dues Collector of San Antonio, and this contract is performable exclusively in Bexar County, Texas.

6. Lessee has declared to the City that it wishes to sublet said premises to Mr. Sol West of San Antonio, Texas, for the purpose of operating the business or businesses described herein, and it is understood that Mr. West, herein called "Sub-tenant", is bound by all of

the terms and conditions of this agreement, and he shall affix his signature to this instrument in order to show and express his assent and responsibility.

7. Lessee is leasing said premises for the purpose of operating a golf driving range, and agrees that it will conduct no other type or line of business on said premises, or allow same to be conducted, without first obtaining the written permission of the City, which permission may be revoked at any time; provided, that the Lessee and Sub-tenant are hereby given the right to sell merchandise, refreshments, sandwiches, confectionery, tobacco products, golf balls and clubs, and all items which may legally be sold.

8. Lessee and Sub-tenant acknowledge that they have been examined the property leased and that it is suitable for all purposes for which it is leased, and that it is leased as it is, regardless of any defects which may exist, whether the same are apparent or otherwise.

9. Lessee and Sub-tenant agree that all statutes of the State of Texas which apply to them in the conduct of said business or any business conducted on said premises by them will be obeyed and observed by them, their agents, servants, and employees; and Lessee and Sub-tenant further agree that they will not make, or suffer any unlawful, improper or offensive use of the premises to be made by them, nor any use which shall be injurious to any person or property.

10. Lessee and Sub-tenant shall not erect any new buildings on said premises except under written permission first obtained from the City. Lessee and Sub-tenant agree at their own expense to make such improvements and/or additions as are reasonably necessary to maintain the premises in a clean, modern and sanitary manner, provided that at the expiration of this lease or any renewal thereof, or upon cancellation thereof, Sub-tenant may remove any buildings erected thereon or now situated thereon which can be removed without substantial damage to the property or to the City. In the event of such removal, Lessee shall restore the premises in good condition. Any building which cannot be removed without substantial damage to the property shall become the property of the City without any cost or obligation on the part of the City.

11. The following is hereby declared to be a true and correct inventory of the property now belonging to the Sub-tenant, on said premises, which may be removed upon the expiration of this lease or any renewal thereof or upon cancellation hereof:

3 Buildings  
 2 sheds  
 poles  
 posts  
 shrubs  
 trees  
 flowers  
 sights wiring  
 Tees and all other improvements or  
 trade fixtures which have been or may  
 in the future be installed by Sub-tenant.

12. Lessee and Sub-tenant agree to keep the said premises in good repair and condition at all times during said term. Sub-tenant 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, its successors and assigns, agents, servants and employees.

13. 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 Sub-tenant 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.