

is necessary and desirable that the Lower Colorado River Authority acquire from the City the stores and materials referred to in paragraph 1 hereinabove.

4. The City hereby agrees to sell and the Authority hereby agrees to purchase the stores and materials now situated at the Comal Steam Plant at the inventory price thereof, such inventory to be completed within ninety days from the date of this Contract, and the payment on the part of the Authority to the City to be due and payable ninety days from the date of this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective duly authorized officials this the _____ day of October, 1942.

ATTEST:

City Clerk

ATTEST:

Secretary

CITY OF SAN ANTONIO

BY _____
Mayor

LOWER COLORADO RIVER AUTHORITY

BY _____
Manager

AN ORDINANCE (1893)

REGULATING THE SALE, OFFERING FOR SALE, EXHIBITING FOR SALE OR EXHIBITING FOR THE PURPOSE OF TAKING ORDERS FOR THE SALE OF GOODS, WARES AND MERCHANDISE IN THE CITY OF SAN ANTONIO, TEXAS, BY PEDDLERS, SOLICITORS AND AGENTS NOT PROCURING SUCH GOODS OR SUPPLYING SUCH ORDERS FROM A STOCK OF GOODS, WARES AND MERCHANDISE UPON WHICH THE OWNER IS PAYING AN OCCUPATION TAX IN THE CITY OF SAN ANTONIO, TEXAS; LICENSING PEDDLERS, SOLICITORS AND AGENTS; PROVIDING A PENALTY; ADOPTING THE NECESSARY PROVISIONS INCIDENT TO THE OBJECT AND PURPOSE OF THIS ORDINANCE, WHETHER MENTIONED IN DETAIL IN THE CAPTION OR NOT; REPEALING AN ORDINANCE PASSED AND APPROVED DECEMBER 2, 1915, RECORDED IN ORDINANCE BOOK "F", PAGE 14, AND AMENDMENTS THERETO, AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH: AND CONTAINING A SAVING CLAUSE.

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

SECTION 1. There shall be collected from every person engaged in the pursuit of peddling, selling or soliciting orders for goods, wares and merchandise, by sample or otherwise, in retail lots, within the corporate limits of the City of San Antonio, where such goods, wares and merchandise so sold and vended, or the orders for which are not procured from or to be delivered, filled or supplied by the owner thereof then doing business in the City of San Antonio, Texas, who is paying to the City of San Antonio an occupation tax on said account to the City of San Antonio, license permit fees as follows:

Foot peddlers, Two Dollars and Fifty Cents (\$2.50)

2-horse wagon or automobile peddlers, Five Dollars (\$5.00)

1-horse wagon peddler, Three Dollars and Seventy-five Cents (\$3.75)

That said fees shall be paid to the License and Dues Collector of the City of San Antonio, in the City Hall, San Antonio, Texas, and upon payment of which said fees the License and Dues Collector shall issue a license permit, dating it from the day of such issuance and expiring the following May 31st, to the person entitled thereto.

SECTION 2. That for the purpose of this ordinance, and the issuance of permit or license by the License and Dues Collector, the term "peddler", "solicitor" and "agent" means and shall be construed as intended to embrace an itinerant hawker, retail dealer, or vendor of goods, wares and merchandise who carries with him, offers for sale, sells and delivers, from place to place, or from house to house, the identical goods carried with him.

SECTION 3. That upon the payment of said license fee there shall be issued to the person entitled thereto a receipt showing payment, and a gummed sticker, or metal tag, having thereon a number, which shall be carried or displayed by the person to whom it belongs.

SECTION 4. That the ordinance passed and approved on December 2, 1915, and duly recorded in Ordinance Book "F", on page 14, and all amendments thereto, and any and all other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 5. That the license when issued shall not be transferrable, and transfer thereof is hereby prohibited.

SECTION 6. Any individual, firm, corporation, association, partnership or society violating any provision of this ordinance shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine of not less than Five Dollars (\$5.00) nor more than One Hundred Dollars (\$100.00), and every day such violation continues shall constitute a separate offense.

SECTION 7. If any section or provision of any section of this ordinance shall be held to be void, ineffective or unconstitutional, the holding of any such section or provision of any such section to be void, ineffective or unconstitutional for any cause whatsoever, shall not affect the validity of the remaining sections and provisions of this ordinance.

SECTION 8. This ordinance shall be cumulative of all ordinances of the City of San Antonio, and of the laws of the State of Texas.

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

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

AFFIDAVIT-OF PUBLISHER

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

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

Wm. Mc Intosh, who being by me duly sworn, says on oath that he or she is

One of the Publishers, of the San Antonio Light, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the Ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit:

/s/ Wm. Mc Intosh

Sworn to and subscribed before me this 29th day of December, 1942.

/s/ J. D. Massey

Notary Public in and for Bexar
County, Texas.

- - -
AN ORDINANCE (1894)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS", PASSED AND APPROVED ON THE 27TH DAY OF NOVEMBER, 1942.

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS", passed and approved by the Commissioners of the City of San Antonio on the 27th day of November, A.D. 1942, be and the same is hereby repealed.

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

C. K. Quin

ATTEST:

M A Y O R

J. M. WOODS,
City Clerk.

- - -
AN ORDINANCE (1895)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS.

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 emply and execute contract, as per form hereto attached and made a part hereof, with Leo M. J. Dielmann, Architect of San Antonio, Texas, as Architect, for architectural and engineering services to be rendered in relation to the construction project of Quarantine Hospital for the confinement and treatment of persons with communicable venereal diseases, to be located on City-owned property in the City of San Antonio, Texas, at a total fee of not to exceed \$1700.00. The said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1942.

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

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

DPW Docket No. Ten-41-349

City of San Antonio }
The State of Texas }
County of Bexar }

This agreement made the _____ day of December, in the year Nineteen Hundred Forty-two, by and between the City of San Antonio, Texas, acting herein by and through Hon. C. K. Quin, Mayor, duly authorized so to act, hereinafter called the Owner, and Leo. M. J. Dielmann of 145 North Street, San Antonio, Texas, hereinafter called the Architect.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

(1) The Owner hereby employs the Architect, and the Architect agrees to perform all necessary professional services hereinafter set forth in connection with the Defense Public Works project located at San Antonio, Texas, and described as follows:

Additions and Alterations to present two story building located at 102 Dwyer Ave. and to be used as a Quarantine Hospital for the Confinement and treatment of persons with Communicable and Venereal Diseases, in the City of San Antonio.

(2) The Architect shall make necessary field surveys; attend all necessary conferences, prepare preliminary studies, working drawings, specifications, large scale and full size drawings; prepare forms of proposals and contracts. He shall check all shop and working drwsings submitted in connection with the construction work, supervise and review the work of such inspection bureaus and testing laboratories as may be necessary; he shall issue certificates of payment, keep accounts, and be responsible for the general administration of the project and shall supervise the work and furnish complete inspection services in the construction thereof.

(3) The Owner agrees to pay the Architect for such services a fixed fee of Seventeen Hundred (\$1700.00) Dollars, which shall constitute complete compensation for his services. Of the fixed fee, 60% thereof will be paid upon the award of the Major construction contract. The remainder shall be paid in installments based on construction estimates, and each payment shall bear a relation to the amount on the construction which will be the same as the total amount of the Architectural contract fee bears to the total construction cost; provided that there shall be retained by the Owner not less than 5% nor more than 10% of the total amount due the Architect until the construction is all completed and final documents prepared. No deductions shall be made from the Architect's on account of penalty, liquidated damages, or

other sums withheld from payments to contractors.

(4) Supervision of the work:- The Architect will endeavor to protect the Owner against defects and deficiencies in the work of the Contractors, but he does not guarantee the performance of their contracts. The Architect agrees that he will personally inspect and adequately supervise all construction.

(5) Preliminary Estimates:- When requested to do so the Architect shall furnish preliminary estimates on the cost of the work, but he does not guarantee the accuracy of such estimates.

(6) Should the Owner require substantial revision of plans and/or specifications after same have been duly approved, then the Owner will pay to the Architect just and equitable compensation therefor.

(7) Ownership of Documents:- Drawings and Specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not.

The Architect will, however, deliver to the Owner, ten sets of plans and specifications at his own expense. Additional sets will be furnished the Owner at his request and without cost to the Owner other than the direct expense of producing the copies, specifications, blueprints of drawings and copies of other documents relating to the work which the Owner may require for his use or record.

(8) It is understood that the project in connection with which this contract is executed is designed to alleviate conditions arising out of the prosecution of the war effort, and hence such project is subject to unforeseeable contingencies, including, but not limited to, the elimination or modification of the project and/or the inability to promptly secure necessary materials. Both the Owner and the Architect assume all risks attendant on the above contingencies, and it is agreed that if it should become necessary to terminate this contract by reason thereof, no further payments to the Architect will thereafter be made, and no claim for compensation will be recognized by the Owner.

(9) The Architect shall assist the Owner to secure a grant or other assistance from the Federal Government which is, or may be available from any branch of the Federal Government to aid in the construction of this project. However, should the Owner fail to obtain its share of the funds for this project, and if the proposed project is not constructed, then the Architect shall not make any charges for the work done. Should any part of this project be approved and an offer made by the Federal Government and accepted by the Owner, then the Architect shall be covered by this contract for that portion of the work in like manner as for the total project.

(10) Successors and Assignments:- The Owner and the Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party of this agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this agreement. Except as above, neither the Owner nor the Architect, shall assign, sublet or transfer his interests in this agreement without the written consent of the other.

(11) This contract is made and executed in lieu of that certain contract entered into between the parties hereto under date of November 27, 1942, which is in all things superseded by this contract.

This contract is executed in two counterparts.

IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

CITY OF SAN ANTONIO

BY _____

MAYOR

ATTEST:

CITY CLERK

WITNESS:

ARCHITECT- - -
A RESOLUTION (1907)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO NEGOTIATE WITH THE UNITED STATES GOVERNMENT THROUGH THE FEDERAL WORKS AGENCY FOR GRANT OF \$40,000.00 TO BE USED IN PART PAYMENT FOR OLD ALAMO NATIONAL BANK BUILDING IN SAN ANTONIO, TEXAS.

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

That the Mayor of the City of San Antonio be and he is hereby authorized and directed to negotiate with the United States Government through the Federal Works Agency for grant of \$40,000.00 to be used in part payment for that certain property situate within the corporate limits of the City of San Antonio, Texas, known as the Old Alamo National Bank Building, now known as the Commerce Building, located at the southwest corner of Commerce and Presa Streets.

That in consideration of the United States Government furnishing to the City of San Antonio the sum of \$40,000.00, to be used to apply on the purchase price of said Old Alamo National Bank Building property. the City of San Antonio agrees to pay the remainder of said purchase price of said building by the issuance of revenue bonds.

The City of San Antonio further agrees that when it has acquired fee simple title to the aforesaid building, that it will remodel and make such changes in said building as may be necessary for the use of at least five (5) floors of said building as a Public Health Center, and at least five (5) floors will be so used.

PASSED AND APPROVED this the 24th day of December, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods, City Clerk.

- - -
AN ORDINANCE (1912)

ACCEPTING PROPOSAL OF THE TURNER ROOFING & SUPPLY CO. TO FURNISH ALL LABOR AND MATERIALS TO REPLACE MISSING AND DAMAGED SLATE ROOFING TO ROOF OF CLUB HOUSE AT BRACKENRIDGE GOLF LINKS CLUB HOUSE.

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

1. That the proposal of The Turner Roofing & Supply Co., of San Antonio, Texas, dated the 17th day of December, 1942, attached hereto and made a part hereof, to furnish all labor and materials to replace missing and damaged slate roofing to roof of Brackenridge Golf Clubhouse, for the sum of \$244.00, be and the same is hereby accepted.

2. PASSED AND APPROVED this 24th day of December, A.D. 1942.

C. K. Quin,

MAYOR

ATTEST:

J. M. Woods, City Clerk

AN ORDINANCE (1910)

FIXING THE STATUS AND COMPENSATION OF LEO R. CLAVIN, JUNIOR CAPTAIN OF THE FIRE DEPARTMENT: AND APPROPRIATING THE SUM OF \$200.00 IN PAYMENT OF CITY'S SHARE OF SAID COMPENSATION.

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

1. That from and after January 1, 1943, Leo R. Clavin, Junior Captain of the Fire Department of the City of San Antonio, shall receive a monthly salary of \$160.00 per month, of which the City of San Antonio shall pay the sum of \$40.00 per month, through the San Antonio Board of Education, and the balance of same, to-wit: \$120.00, shall be received from the Texas State Board for Vocational Education through the San Antonio Independent School District of the City of San Antonio, said Junior Captain Leo. R. Clavin being enrolled as a teacher and instructor of Vocational education, to-wit: Science of Fire Fighting and Prevention; there is hereby appropriated the sum of \$200.00, from the 1942 General Fund - Fire Department, to apply on said salary for the period beginning January 1, 1943 and ending May 31, 1943, which appropriation shall be paid at the rate of \$40.00 monthly to said Board of Education for the account of Junior Captain Leo R. Clavin.

2. Junior Captain Leo R. Clavin shall perform the duties of teacher and instructor of Science of Fire Fighting and Prevention in the training schools of said Fire Department for said period.

3. Junior Captain Leo R. Clavin shall retain his membership, commission and present rank in said Fire Department, and his status shall be otherwise unchanged.

4. PASSED AND APPROVED THIS 24th day of December, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1916)

ACCEPTING PROPOSAL OF FIREMEN'S INSURANCE COMPANY TO SETTLE CLAIM FOR DAMAGE TO ROOF OF AUDITORIUM FOR \$5560.40, AND AUTHORIZING THE MAYOR TO EXECUTE RELEASE.

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

1. That the proposal of Firemen's Insurance Company to settle claim for damages to roof of Municipal Auditorium on or about August 30, 1942, for the sum of \$ 5560.40, be and the same is hereby accepted, and drafts of said Insurance Company in the total amount of \$5560.40 be and the same are hereby accepted in full settlement of all claims of the City for such damage.

2. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute release to Firemen's Insurance Company, in full accord and satisfaction of all claims for damages to the roof of the Municipal Auditorium under its Policy No. CT63, in consideration of payment to it of the total sum of \$5560.40.

3. PASSED AND APPROVED this 28th day of December, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1908)

AN ORDINANCE (1908)

DIRECTING THE CITY ATTORNEY TO CONDEMN PROPERTY OF PLUTARCO VILLARREAL ET AL IN LOS ANGELES HEIGHTS FOR PUBLIC PURPOSES.

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

1. Public necessity requires that the City of San Antonio appropriate private property for the use of the City for a park and other public purposes authorized by law to provide a place for the resort of the public for recreation and amusement, the property to be appropriated being situate within the corporate limits of the City of San Antonio, Bexar County, Texas, and described as follows:

2. All of Block 68, New City Block 7108, Los Angeles Heights, consisting of twenty lots numbered 1 to 20 inclusive.

3. Said property is owned and claimed by Plutarco Villarreal, B.M. Alexander, Trustee, Laredo National Bank of Laredo, Texas, Moselle Sallee Mann, and husband, T. C. Mann, all of Laredo, Webb County, Texas; South Texas National Bank of San Antonio, Texas, Irma Dellerman, a feme sole, Maude Hagelstein, a feme sole, Irma Gardner and husband, Demoville Q. Gardner, Mrs. L. J. Philipe, heirs of Gaston Philipe, deceased, Lulu Phillippe O'Neill and husband, J. E. O'Neill, Los Angeles Heights Improvement Company, a private corporation, Claude V. Birkhead, Werner N. Beckmann, Sarah Lillian Kinsley, a feme sole, Jessie Kinsley, a feme sole, Vallie Mae Taylor, a feme sole, P. P. Taylor, Independent Executor of the Estate of R. M. Taylor, deceased, all of San Antonio, Bexar County, Texas; Ernst Egenbacher of Bowie, Montague County, Texas; Ada Grimes, a feme sole, Independent Executrix of the Estate of Lillian May Kinsley, deceased of Victoria, Victoria County, Texas;

4. A plot of said property is herewith filed in the Office of the City Clerk of the City of San Antonio, and marked "Exhibit A" for identification.

5. Said property shall be condemned for the use of the City of San Antonio for the purposes hereinabove expressed; and the City Attorney is directed to file the necessary proceedings for the condemnation thereof; all as provided by the Charter of the City of San Antonio.

6. PASSED AND APPROVED this the 24th day of December, A.D. 1942.

C. K. Quin,
MAYOR

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE (1909)

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY TO EXECUTE APPLICATION FOR GRANT FROM FEDERAL WORKS AGENCY FOR RECREATIONAL FACILITIES AND ACTIVITIES FOR THE CITY OF SAN ANTONIO, TEXAS, RECREATION DEPARTMENT.

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

1. That the Commissioner of Sanitation, Parks and Public Property 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, War Public Services, for the sum of \$29,700.00, to provide for adequate Recreational Facilities and activities in the different Recreation Centers in the City of San Antonio, Texas, and to execute all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 24th day of December, A.D. 1942.

C. K. Quin,
MAYOR

ATTEST:

J. M. Woods, City Clerk

AN ORDINANCE (1911)

AMENDING PARAGRAPHS 3 AND 4 OF LEASE CONTRACT OF CAFE
AT NEW MUNICIPAL AIRPORT.

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

1. That paragraph 3 of the Lease Contract of Cafe at New Municipal Airport, executed on the 8th day of October, A.D. 1942, by and between the City of San Antonio, Texas, and Eugene T. Smith, be and the same is hereby amended so that the same shall hereafter read as follows:-

"That the term of this lease shall be for a period commencing on the 8th day of October, A.D. 1942 and ending on the 31st day of May, A.D. 1943, said lease to terminate on said date."

2. That paragraph 4 of said Lease Contract be and the same is hereby amended so that the same shall hereafter read as follows:-

"Lessee agrees to pay Lessor at the office of the License and Dues Collector of the City of San Antonio, Texas, on the 1st day of each and every month hereafter during the term of this lease the sum of \$100.00, payable in advance, effective on the 1st day of December, A.D. 1942 and continuing in effect until the 31st day of May, A.D. 1942, said lease to terminate on said date."

3. PASSED AND APPROVED this 24th day of December, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods
City Clerk.

LEASE CONTRACT OF CAFE AT NEW MUNI-
CIPAL AIRPORT.

STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

1. That this agreement made the day and date hereinafter designated, by and between the City of San Antonio, a municipal corporation, hereinafter called "LESSOR", and Eugene T. Smith, of Bexar County, Texas, hereinafter called "LESSEE", WITNESSETH:-

2. That Lessor, for and in consideration of the mutual covenants herein contained, leases and demises to the Lessee, the following described property, to-wit:

That certain portion of Hangar No. 1 being the present lean-to in said Hangar No. 1, located on the field side and known as the Cafe, situate upon those certain tracts or parcels of land lying north of the City of San Antonio, in Bexar County, Texas, known as the New Municipal Airport, together with all tables, stools, charis, dishes, kitchen equipment, stoves, ice boxes and other certain personal property now in the aforesaid Cafe, an itemized inventory of said personal property being hereto attached, marked Exhibit "A" and made a part hereof.

3. That the term of this lease shall be for a period of one (1) year, commencing on the 8th day of October, A.D. 1942 and ending on the 7th day of October, A.D. 1943.

4. Lessee agrees to pay Lessor at the office of the License and Dues Collector of the City of San Antonio, Texas, on the 1st day of each and every month hereafter during the term of this lease a sum equal to ten (10) percent of the gross monthly receipts of said Cafe, whether such receipts are from the sale of foodstuffs or otherwise. It is understood that during the entire term of this lease the monthly rentals to be paid to the City of San Antonio shall be figured and calculated monthly as of the last day of each month and payments thereon made to the City on the following day thereafter.

5. The leased premises and appurtenances thereunto attached, together with the personal property belonging to the City of San Antonio shall be occupied for the business of selling food, drinks, candy, tobacco and such other articles and commodities usually sold and dispensed by similar institutions.

6. The Lessee represents that he has examined the premises, fixtures, personal property and appurtenances, and they are suitable, safe, in good condition, and sufficient for the purposes for which each is to be used.

7. The Lessee agrees that he will take good care of the property, real and personal, its fixtures and appurtenances, and suffer no waste, and shall, at his own expense, repair the same, and return the demised premises and all personal property in good order upon the termination of this lease, however terminated; and further agrees at all times to keep all of said premises in a clean, sanitary and attractive condition.

8. Lessee further agrees to comply with all laws applicable to said premises and all orders and requirements imposed by the Board of Health, Sanitation and Police Departments of the City of San Antonio, for the correction, prevention and abatement of nuisances in or upon or connected with the premises during the term of this lease, at Lessee's expense.

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

10. Lessee covenants and agrees that at the termination of this lease, he will surrender said premises to the Lessor without notice further than as herein provided, in as good condition as when same was entered upon by the Lessee, reasonable wear and tear excepted.

11. In case of default in any of the above covenants, 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 re-let the same for the remainder of the term at the best rent it can obtain; and the Lessor shall have a lien as security for rent aforesaid which may be due and unpaid, upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property belonging to Lessee which are or may be put on the demised premises.

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

13. The Lessee shall not make any improvements in or upon said premises without the written consent of Lessor.

14. The Lessee shall not assign, sub-let or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the Lessor.

15. IN TESTIMONY WHEREOF, the parties have hereunto set their hands, in duplicate, this the 8th day of October, A.D. 1942, the Mayor of the City of San Antonio having been duly authorized by ordinance to execute this agreement.

CITY OF SAN ANTONIO

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

LESSOR

ATTEST:

J. M. Woods,

City Clerk.

/s/ Eugene Smith

Lessee.

EXHIBIT "A".

LIST OF EQUIPMENT AND SUPPLIES AT THE SAN ANTONIO AIRPORT COFFEE SHOP OCT. 8th, 1942.

1	Only National Cash Register	16	Tea Spoons
1	Only 8-door McCray Refrigerator	2	Only L&G Fryers
1	Only Giant Cooler and Water Coil	1	Only Cook Forks
1	Only Bloomfield Butter Cutter	72	Only Water Tumblers
1	Only Pie Display Case	1	Only Griddle
12	Only Dining Room Chairs	1	Only Tin Graters
3	Only Dining Room Tables	3	Only Cooks Knives
12	Only Counter Stools	6	Only Mustard Jaral Only grapefruit knife.
48	Only Butter Dishes	1	Only #502 Dough Nife
2	Only Galv. Dish Boxes	12	Only Serrated Nifes
6	Only Napkin Dispensers	4	Only Crystal Mustards
2	Only Dishers	1	Only Potato Masher
24	Only Large Lunch Dishes	1	Only Parer
12	Only Sugar Dispensera	1	Rolling Pin
1	Only Dish Washing Aparatus	1	Only Ena. Com. Pan.
4	Only Red Menu Covers	1	Only Enal Pitcher
1	Only Cleavers	15	Only Tin Pans
6	Only Creamers	6	Only Muffin Pans
12	Only Oatmeals Bowls	11	Only L&G Sauce Pans
36	Only Knives	1	Large So. Bend Cook Stove
27	Only Forks	3	Only Kitchen Talbes
7	Soup Spoons	1	Only Steam Table.
11	Ice Tea Spoons		

AN ORDINANCE (1786)

APPOINTING C. E. SMELTZ TO MEMBERSHIP ON THE FIRE AND POLICE
CIVIL SERVICE BOARD.

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

1. That C. E. Smeltz be and he is hereby appointed to membership on the Fire and Police Civil Service Board of the City of San Antonio, Texas, for the unexpired term of William Dielmann, Jr., whose term on said Board expires May 31, 1945.

2. PASSED AND APPROVED this 9th day of November, A. D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. WOODS,
CITY CLERK

AN ORDINANCE (1799)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE
EASEMENT TO BEXAR COUNTY.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to execute easement over and right-of-way on a tract of land owned by the City of San Antonio, being an irregular shaped tract of land out of the central portion of the Jones tract, and being out of Division 20, County Block 5011, Robert Patton Survey No. 1, Bexar County, Texas, for the purpose of providing right-of-way for a new road to be known as "Airport Boulevard". Form of easement being hereto attached and made a part hereof.

2. This right-of-way is granted to Bexar County, and same shall be maintained by the County at its expense, and in the event said Boulevard should be abandoned, said land shall revert to the City.

3. PASSED AND APPROVED this 12th day of November, A.D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk

THE STATE OF TEXAS, |
 |
COUNTY OF BEXAR |

WHEREAS, Bexar County has acquired all lands except the tract below described and owned by the City of San Antonio for the right-of-way of a public road to be known as "Airport Boulevard" extending from the Harry Wurzbach Highway to the North Loop at the new Municipal Airport entrance; and

WHEREAS, the City of San Antonio on the 21st day of August, A.D. 1942, purchased the following described tract of land to be used as a part of the right-of-way for said Airport Boulevard; and

In consideration of said purchase and the agreement on the part of the City of San Antonio to execute an easement to Bexar County, for said strip of land to be used for said Airport Boulevard, a public road, Bexar County agreed to maintain said Boulevard after construction, in a manner usual to the maintenance of similarly constructed roads in Bexar County;

NOW, THEREFORE:-

KNOW ALL MEN BY THESE PRESENTS: That the City of San Antonio, acting herein by its Mayor, C. K. Quin, hereunto duly authorized, for and in consideration of the sum of One

Dollar (\$1.00) cash in hand paid by Bexar County, Texas, the receipt of which is hereby acknowledged and confessed, and other valuable considerations, have granted, sold and conveyed, and do by these presents grant, sell and convey unto Bexar County, an easement right-of-way for public road extending from the Harry Wurzbach Highway to the North Loop at the new Municipal Airport entrance, said road when constructed to be known as Airport Boulevard, in, across, over and upon all that certain tract or parcel of land belonging to the City of San Antonio, in Bexar County, Texas, and being more particularly described as follows:

All that certain tract or parcel of land, being an irregular shaped tract of land out of the central portion of the Jones tract, and being out of Division 20, County Block 5011, Robert Patton Survey No. 1, Bexar County, Texas, and described by metes and bounds as follows:

Beginning at the intersection of the North line of the C. E. Jones tract, and the proposed southeast line of Airport Boulevard, said point of intersection being south $82^{\circ} 39'$ west 153.0 feet from the northeast corner of the C. E. Jones tract, same being the southeast corner of the J. C. Bridgers tract;

THENCE with the proposed southeast line of Airport Boulevard as follows: South $41^{\circ} 40''$ west 160.5 feet to the E. C. of a curve southwestly 227.6 feet along the arc of said curve to the left whose delta angle is $42^{\circ} 03'$ and radius is 1850.08 feet to its intersection with the south line of the C. E. Jones tract, same being the north line of the Norma and Milton Freidrich tract;

THENCE north $88^{\circ} 45'$ west 143.0 feet with said line to its intersection with the proposed N. W. line of Airport Boulevard;

THENCE with said proposed northwest line of Airport Boulevard as follows: Northeasterly 319.8 feet along the arc of a curve to the right whose delta angle is $42^{\circ} 03'$ and radius is 1970.08 feet to its P.T. north $41^{\circ} 40'$ east 22.4 feet to its intersection with the north line of the C. E. Jones tract, same being the south line of the J. C. Bridgers tract;

THENCE north $82^{\circ} 39'$ east 183.0 feet with said line to the place of beginning, containing 1.006 acres of land, more or less.

It is understood that this easement is to be used by the County for public road purpose only, and when such road is constructed that Bexar County will maintain same at its own cost and expense.

TO HAVE AND TO HOLD the above described easement right-of-way, together with the free right of ingress, egress and regress, unto the said Bexar County forever.

It being hereby agreed and understood that in the event Bexar County shall permanently abandon said easement right-of-way hereinabove described, then, and that event, same shall immediately revert to the City of San Antonio and its assigns.

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

CITY OF SAN ANTONIO,

BY

C. K. QUIN

M A Y O R

ATTEST:

CITY CLERK.

THE STATE OF TEXAS, |
 |
COUNTY OF BEXAR |

BEFORE ME, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared C. K. Quin, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act

of the City of San Antonio, Texas, and that he executed the same, as the act of said City, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 8th day of November, A.D. 1942.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS.

- - -
AN ORDINANCE (1800)

DIRECTING THE SEPARATION AND SEGREGATION OF TIN CANS, AND
PLACEMENT IN SEPARATE CONTAINERS.

WHEREAS, there is a critical shortage of copper needed for the proper conduct of the war;
and

WHEREAS, used tin cans are needed by the copper producing companies to provide the necessary materials for certain recovery processes; and

WHEREAS, the War Production Board has specifically requested the City of San Antonio to cooperate with and participate in the national effort for salvaging tin cans for war production purposes; and

WHEREAS, it becomes desirable to stop the waste of all such used tin cans and to arrange for collecting them and shipping them to the nearest shredding plant or detinning plant; NOW, THEREFORE:-

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

1. That all tin cans shall be separated and segregated from all other refuse, garbage and trash to be collected by garbage wagons or trucks of the City of San Antonio, and when so separated shall be placed in separate containers set aside and placed beside other trash, garbage and refuse to be collected.
2. That all cans shall be cleaned and washed, and if possible tops and bottoms removed and cans then flattened. Collectors may refuse to collect or take up other trash, garbage or refuse upon failure or refusal to segregate or separate cans as herein provided.
3. PASSED AND APPROVED this 12th day of November, A.D. 1942.

C. K. Quin
M A Y O R

ATTEST:

J. M. Woods,
City Clerk

- - -
AN ORDINANCE (1801)

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO
TO EXECUTE EXTENSION OF NOTE AND LIEN FOR AND ON BEHALF OF THE
CITY OF SAN ANTONIO TO THE FROST NATIONAL BANK FOR \$2,659.72.

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 to the Frost National Bank extension of note and lien for \$2,659.72, for and on behalf of the City of San Antonio as a municipal corporation and for and in behalf of the City of San Antonio, as Trustee for the Library Board, a copy of said extension agreement being hereto attached and made a part hereof.
2. PASSED AND APPROVED this 12th day of November, A.D. 1942.

C. K. Quin
M A Y O R

ATTEST:

J. M. Woods,
City Clerk

THE STATE OF TEXAS, 0
 0
 COUNTY OF BEXAR 0

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the City of San Antonio, a municipal corporation, acting therein as such, and the City of San Antonio, acting as Trustee for the Board of Trustees of the Carnegie Library of the City of San Antonio, of the County of Bexar, State of Texas, did, on the 22nd day of September, A.D. 1941, by deed of trust of that date, duly executed by it and recorded in the Deed of Trust Records of Bexar County, Texas, in Volume 1861 on pages 295-301, grant, sell and convey to S. S. Searcy, as Trustee, the following described tracts or parcels of land situate within Bexar and Wilson Counties, Texas, and described as follows, to-wit:

- 1ST TRACT: 62.3 acres lying wholly within the County of Bexar and being a portion of the Westfall land lying between the Laguna Road and Calaveras Creek;
- 2ND TRACT: 36.3 acres of land lying wholly within the County of Bexar and being that portion of the Westfall land lying between Laguna Road and U. S. Highway No. 181;
- 3RD TRACT: 114.7 acres of land lying wholly within the County of Bexar and being a portion of the Westfall land, lying between U. S. highway No. 181 and the Elmendorf - La Vernia Road;
- 4TH TRACT: 90.5 acres of land lying wholly within Bexar County, Texas, and being that portion of the Westfall tract located between the Elmendorf - La Vernia Road and the S.A.&A.P. R.R.;
- 5TH TRACT: 317.5 acres of land lying partly in Bexar County and Wilson County, and being that portion of the land located between the S.A. & A.P. R.R. and the San Antonio River;
- 6TH TRACT: 351.14 acres of land lying in Wilson County, Texas, about 9 miles northwest of the City of Floresville and being 251.14 acres out of the Ralph W. Peacock Survey No. 122 and 100 acres out of the Fernando Ruiz Survey;
- 7TH TRACT: 56.31 acres of land situate in Wilson County, Texas, about 9 miles northwest of the City of Floresville, being a portion of the Ralph W. Peacock Survey No. 122 and lying east of U. S. Highway No. 181;

and did in said deed of trust give, acknowledge and retain a deed of trust lien on the above described property for the purpose of securing the payment of one (1) certain promissory note of even date with said deed of trust, for the principal sum of Three Thousand Dollars (\$3,000.00), bearing interest at the rate of two (2) per cent per annum from date, payable annually as it accrues, and executed by the said City of San Antonio, and payable to Frost National Bank, of San Antonio, Texas, or order, due and payable on or before one (1) year from date, and containing the usual ten (10) per cent clause for attorney's fees; and,

WHEREAS, there is still due and unpaid on said principal indebtedness of Three Thousand Dollars (\$3,000.00), a balance in the principal sum of Twenty-six Hundred and Fifty-nine Dollars and seventy-two cents (\$2,659.72), together with interest thereon from September 22, 1942, and it is the desire of the City of San Antonio to renew said unpaid balance of said principal sum, amounting to Twenty-six Hundred and Fifty-nine Dollars and seventy-two cents (\$2,659.72), and extend the time of payment thereof, together with the valid and subsisting deed of trust lien on the above described tracts and parcels of land to September 22, 1943;

NOW, THEREFORE, for and in consideration of the premises, and other valuable considerations each to the other moving, receipt of which is hereby acknowledged, the said sum of Twenty-six Hundred and Fifty-nine Dollars and seventy-two cents (\$2,659.72), being the balance due on the above described principal indebtedness of Three Thousand Dollars (\$3,000.00), and the deed of trust lien securing same are hereby renewed and extended to September 22, 1943 as a valid and

subsisting deed of trust lien on the aforesaid tracts or parcels of land.

EXECUTED at San Antonio, Texas, this the _____ day of November, A.D. 1942.

CITY OF SAN ANTONIO
A MUNICIPAL CORPORATION

BY

ATTEST:

M A Y O R .

City Clerk

CITY OF SAN ANTONIO
As Trustee for the Board of
Trustees of the Carnegie Library
of the City of San Antonio

By

ATTEST:

M A Y O R .

City Clerk.

THE STATE OF TEXAS, |
 |
COUNTY OF BEXAR |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. K. Quin, Mayor of the City of San Antonio, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated, as the act and deed of said City of San Antonio, a municipal corporation, and as Trustee for the Board of Trustees of the Carnegie Library of the City of San Antonio.

GIVEN under my hand and seal of office, this the _____ day of November, A. D. 1942.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS.

- - -
A RESOLUTION (1802)

GRANTING LEAVE OF ABSENCE, WITHOUT PAY, TO C. RAY DAVIS,
COMMISSIONER OF TAXATION.

* * *

WHEREAS, C. RAY DAVIS, COMMISSIONER OF TAXATION of the City of San Antonio, has volunteered his services to the United States of America in this present emergency; and,

WHEREAS, the said C. Ray Davis has been appointed and is serving as a Major in the Quartermaster Corps of the United States Army and is now ordered to duty in such Corps and rank at Fort-Worth, Texas; NOW, THEREFORE:-

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

That C. Ray Davis, Commissioner of Taxation, be and he is hereby granted an indefinite leave of absence, without pay, for the duration of his service with the United States Army, beginning on or about May 1, 1942.

That this Resolution repeals Resolution, entitled "A RESOLUTION GRANTING LEAVE OF ABSENCE TO C. RAY DAVIS, COMMISSIONER OF TAXATION", passed and approved on April 18, 1942.

PASSED AND APPROVED this 12th day of November, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk

- - -

AN ORDINANCE (1810)

APPOINTING A. A. DURAN TO MEMBERSHIP ON THE FIRE AND POLICE CIVIL SERVICE BOARD.

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

1. That A. A. Duran be and he is hereby appointed to membership on the Fire and Police Civil Service Board of the City of San Antonio, for the unexpired term of R. S. Menefee, resigned, whose term on said Board expires May 31st, 1944.
2. PASSED AND APPROVED this 16th day of November, A. D. 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

- - -

 AN ORDINANCE (1811)

ACCEPTING DEED OF CONVEYANCE FROM MAX POLUNSKY AND WIFE, S. R. POLUNSKY, TO STRIP OF LAND FOR STREET: AND AUTHORIZING AND DIRECTING THE CITY CLERK TO FILE SAME FOR RECORD WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS.

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

1. That the deed of conveyance of Max Polunsky and wife, S. R. Polunsky, to the East 25 feet of Lot 11, New City Block 6300 and the East 25 feet of Lot 22, New City Block 6300, within the Corporate limits of the City of San Antonio, Bexar County, Texas, for street purposes, be and the same is hereby accepted.
2. That the City Clerk be and he is hereby authorized and directed to file said deed with the County Clerk of Bexar County, for record.
3. PASSED AND APPROVED this 16th day of November, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk

- - -

 AN ORDINANCE (1819)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE A QUIT CLAIM DEED TO A. VEXLER.

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 a quit claim deed to A. Vexler, conveying to him all of the City of San Antonio's right, title and interest in and to the following described property:

West irregular 109 ft. of Lot 1 & West irregular 144 ft. of Lot 2 & Lot 3 except N.E. tri. 22.6 ft. or A-12 & North 27.75 ft. of Lot 4 and all of Lot 5 & 6 and South 27.75 ft. of Lot 4, all of Lots 7 & 8 and North 21 ft. of Lot 9 & 10 & 11 or A-11, New City Block 881, all situated in the City of San Antonio, County of Bexar, State of Texas.

2. The consideration for the execution of this quit claim deed by the City of San Antonio to A. Vexler shall be the payment to the City of San Antonio and the San Antonio Independent School District of the sum of Three Thousand and no/100 (\$3,000.00) Dollars.

PASSED AND APPROVED this 19th day of November, A.D. 1942.

ATTEST: J. M. Woods,
City Clerk.

C. K. Quin

M A Y O R

AN ORDINANCE (1832)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS.

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 Leo M. J. Dielmann, Architect of San Antonio, Texas, as Architect, for architectural and engineering services to be rendered in relation to the construction project of Quarantine Hospital for the confinement and treatment of persons with communicable venereal diseases, to be located on City-owned property in the City of San Antonio, Texas, at a total fee of not to exceed \$1700.00. The said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1942.

2. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

- - -

APPRO. NO. 350

AN ORDINANCE (1823)

APPOINTING LIEUTENANT FRED P. LITTLEPAGE AS POLICE INSTRUCTOR IN THE POLICE ACADEMY, IN PLACE AND STEAD OF CAPTAIN EDWIN P. BOGASCH; FIXING HIS STATUS AND COMPENSATION; AND REPEALING UNUSED PORTION OF APPROPRIATION NO. 55, DATED JULY 2, 1942.

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

1. That from and after December 1st, 1942, Lieutenant Fred P. Littlepage, of the San Antonio Police Department, be and he is hereby appointed Police Instructor in the Police Academy in the place and stead of Captain Edwin P. Bogasch, and 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 State Board for Vocational Education and the San Antonio Independent School District, said Lieutenant Littlepage to be enrolled as a teacher and instructor of vocational education, to-wit: Police Science; That there is hereby appropriated from the 1942 Gen. Fund - Police Department, the sum of \$300.00 to apply on said salary for the remainder of the fiscal year 1942, beginning December 1st, 1942 and ending May 31st, 1943, which appropriation shall be paid at the rate of \$50.00 per month to said Board of Education for the account of Lieutenant Littlepage.

2. Lieutenant Littlepage shall perform the services of teacher and instructor of Police Science in the training schools of said Police Department for said period.

3. Lieutenant Littlepage shall retain his membership, commission and present grade in said Police Department, and his status shall be otherwise unchanged.

4. That the unused portion of Appropriation No. 55, dated July 2, 1942 for the sum of \$600.00 to be paid to the San Antonio Board of Education for the account of Captain Edwin P. Bogasch, being the amount of \$313.34, be and the same is hereby repealed and said amount of \$313.34 is ordered returned to the 1942 General Fund - Police Department Account. On November 23rd, 1942, Captain Bogasch returns to duties in Police Department as Captain at salary of \$250.00 per month.

5. PASSED AND APPROVED this 27th day of November, A.D. 1942.

ATTEST: J. M. Woods,
City Clerk

C. K. Quin

M A Y O R

- - -

APPRO. NO. 349

AN ORDINANCE (1822)

FIXING THE STATUS AND COMPENSATION OF REECE W. SCOTT; MAKING APPROPRIATION FOR PAYMENT OF INCREASE IN SALARY; AND CANCELLING UNUSED PORTION OF APPROPRIATION NO. 97.

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

1. That from and after November 1st, 1942, Reece W. Scott of the San Antonio Health Department, be and he is hereby appointed to be Head Instructor of the Food Handling and Public Health Training Program, in place and stead of J. M. Stockton, who left the service of the City of San Antonio on September 30th, 1942, and 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 State Board for Vocational Education and the San Antonio Independent School District, said Reece W. Scott to be enrolled as Head Instructor of vocational education, to-wit: Food Handling and Industrial Hygiene; that there is hereby appropriated from the 1942 General Fund - Health Department, the sum of \$35.00 to cover \$5.00 per month increase, for 7 months from November 1, 1942 to May 31, 1943, the remainder of \$495.00 having been appropriated under Appropriation Ordinance No. 96, dated July 23, 1942, for salary of Mr. Scott, to be paid him, through the San Antonio Board of Education, at the rate of \$45.00 per month.

2. Reece W. Scott shall perform the services of Head Instructor of the Food Handling and Public Health Training Program in the training schools of San Antonio.

3. Reece W. Scott shall retain his status as an employee of the City of San Antonio.

4. That the unused portion of Appropriation No. 97, dated July 23, 1942 for the sum of \$550.00 to be paid to the San Antonio Board of Education for the account of J. M. Stockton, being the amount of \$400.00, be and the same is hereby cancelled and said amount of \$400.00 is ordered returned to the 1942 General Fund - Health Department, said J. M. Stockton having left the service of the City of San Antonio on September 30, 1942.

5. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1833)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS", PASSED AND APPROVED ON THE 9TH DAY OF MAY, A. D. 1942.

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS", passed and approved by the Commissioners of the City of San Antonio on the 9th day of May, A.D. 1942, be and the same is hereby repealed.

2. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk

AN ORDINANCE (1834)

CREATING THE POSITION OF CHIEF OF DETECTIVES IN THE POLICE DEPARTMENT OF THE CITY OF SAN ANTONIO; SETTING THE SALARY THEREFORE; AND MAKING APPOINTMENT.

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

1. That there is hereby created the position of Chief of Detectives in the Police Department of the City of San Antonio, from and after the 1st day of December, 1942, at a salary of \$300.00 per month, payable semi-monthly.
2. That Duke Carver be and he is hereby appointed to the position of Chief of Detectives, at a salary of \$300.00 per month, payable semi-monthly, this appointment to be effective from and after December 1st, 1942.
3. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE (1835)

AMENDING SECTION 4 OF AN ORDINANCE ENTITLED "AN ORDINANCE 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 section 4 of an ordinance entitled "AN ORDINANCE MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO JUNIOR CHAMBER OF COMMERCE, LEASING THE OLMOS DRIVING RANGE," passed and approved by the Commissioners of the City of San Antonio on the 4th day of September, A.D. 1941, be and the same is hereby amended so that the rental for the Olmos Driving Range for the term ending May 31st, 1943 is reduced to \$15.00 per month in place of \$25.00 per month stipulated in said section, and that Lessee and Subtenant shall pay all utility bills for the operation of said business; said reduction of rent to be effective December 1st, 1942.
2. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE (1836)

EXTENDING LEASE CONTRACT OF CITY HALL CIGAR STAND.

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

1. That the agreement of lease, dated the 5th day of August, A.D. 1941, covering the Cigar Stand in the City Hall, in the City of San Antonio, Bexar County, Texas, by and between the City of San Antonio and Zoie Nesbit Strother, and assigned by her on August 7th, 1941 to Edgar Koehler and wife, Otilie, be and the same is hereby extended until the 31st day of May, 1943, and the rental thereon is reduced to \$20.00 per month.
2. The assignees, Edgar Koehler and wife, Otilie, hereby accept and agree to comply with all other terms and conditions of said lease contract dated the 5th day of August, 1941 and assigned to them on the 7th day of August, 1941 and hereby extended.
3. PASSED AND APPROVED THIS 27th day of November, A.D. 1942.

ATTEST: J. M. Woods, City Clerk

C. K. Quin, MAYOR

We agree to comply with all the terms and conditions of the lease, as extended herein. This 27th day of November, A.D. 1942.

/s/ Mrs. Ottilie Koehler

/s/ Edgar H. Koehler

- - -
AN ORDINANCE (1837)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE TO UNITED STATES OF AMERICA, FOR SPACE FOR WEATHER BUREAU AT NEW MUNICIPAL AIRPORT.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute contract of lease to United States of America, covering three rooms, numbered 1, 2 and 3, containing approximately 1234 square feet of office space, vestibule and storage room, ground space for location of instrument shelter, pilot balloon platform, rain gage, etc., together with sufficient space for the installation of a ceiling light projector, at the New Municipal Airport of the City of San Antonio, Texas, for the term beginning July 16, 1942 and ending June 30, 1943, at a rental of \$404.00 per annum, the City to furnish, in addition to the space described, heat and access to water and toilet facilities.

2. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

LEASE CONTRACT Cwb- 2489

Between

CITY OF SAN ANTONIO

AND

THE UNITED STATES OF AMERICA

(ATTACHED TO ORIGINAL ORDINANCE "AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE TO UNITED STATES OF AMERICA, FOR SPACE FOR WEATHER BUREAU AT NEW MUNICIPAL AIRPORT, passed and approved this 27th day of November, A.D. 1942.) ORDINANCE NO. (1837)

- - -
AN ORDINANCE (1838)

EXTENDING CONTRACTS FOR CERTAIN PAVING MATERIALS, CONCRETE PIPE AND FITTINGS.

WHEREAS, by ordinances passed and approved on the 28th day of May, A.D. 1942 and the 18th day of June, A.D. 1942, the bids of James Donaldson, Inc., Uvalde Rock Asphalt Company, The Southern Company, Mission Concrete Pipe Company and Rodgers & Stewart, Inc., to furnish the City of San Antonio with certain paving materials and concrete pipe and fittings, covering a period beginning June 1st, 1942 and ending November 30th, 1942, were accepted; and

WHEREAS, it is deemed advantageous to the City of San Antonio to extend the contracts under such accepted bids, at the same prices and under the same terms as contained in said bids, which extensions have been agreed to by the aforesaid firms, as per letters attached hereto and made a part hereof, for the period beginning December 1st, 1942 and ending May 31st, 1943; NOW THEREFORE:-

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

1. That the aforesaid contracts and agreements, between the City of San Antonio and the aforesaid James Donaldson, Inc., Uvalde Rock Asphalt Company, The Southern Company, Mission Concrete Pipe Company and Rodgers & Stewart, Inc., for the furnishing of certain paving materials and concrete pipe and fittings listed in said contracts and agreements, be and the

same shall remain in full force and effect, and the same are hereby extended for the period beginning December 1st, 1942 and ending May 31st, 1943.

2. PASSED AND APPROVED this 27th day of November, A.D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1839)

WITH REFERENCE TO THE OPTION TENDERED THE CITY OF SAN ANTONIO, TEXAS, GRANTING THE RIGHT TO PURCHASE THE PHYSICAL PROPERTIES AND ASSETS OF SAN ANTONIO TRACTION COMPANY AND PROVIDING FOR THE OFFERING OF SAID OPTION FOR SALE AT PUBLIC SALE.

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

SECTION 1. That the option dated November 25, 1942, executed by San Antonio Traction Company, a Texas Corporation, granting to the City of San Antonio or its assigns the exclusive right and option to purchase all of the physical properties and assets of said Company for a sum equal to the cost thereof to said Company in the amount stated in said option, is hereby accepted as constituting full performance of all commitments and agreements existing between the said San Antonio Traction Company and the City of San Antonio and all commitments and agreements between the City of San Antonio and Dewar, Robertson & Pancoast, a partnership, of San Antonio, Texas; Mahan, Dittmar & Company, a corporation, of San Antonio, Texas; Russ & Company, a partnership, of San Antonio, Texas; Pitman & Company, Inc., of San Antonio, Texas; A.C. Allyn and Company, a corporation, of Chicago, Illinois; Union Securities Corporation, of New York, New York, and E. H. Rollins & Sons, Incorporated, of New York, New York; being the owners and holders of all of the stock of said San Antonio Traction Company; said option being in words and figures as follows:

"SAN ANTONIO TRACTION COMPANY
OPTION TO PURCHASE PROPERTIES

San Antonio Traction Company, a Texas corporation, hereunto duly authorized by resolutions of its Stockholders and Directors, in performance of all commitments and agreements existing between it and the City of San Antonio and between its Stockholders and the City of San Antonio, does hereby give and grant unto the said CITY OF SAN ANTONIO, TEXAS, and its assigns, the exclusive right and option to purchase during the period commencing with the date hereof and ending on December 24, 1942, all of the physical properties and assets of said San Antonio Traction Company subject to the terms and conditions hereinafter stated, for a sum equal to the cost thereof to said Company as hereinafter stated. This option is granted upon and shall be subject to the following conditions, terms and agreements:

(1) The property covered hereby consists of the property conveyed to San Antonio Traction Company by the Trustees in Dissolution of San Antonio Public Service Company by deed dated October 24, 1942, and now of record in Volume 1931, at pages 266 to 273, of the Deed Records of Bexar County, Texas to which reference is here made, together with ten (10) new Mack International 40-passenger buses and all other physical property and material and supplies acquired by San Antonio Traction Company on and subsequent to October 24, 1942, to the date of any sale which may be made in pursuance of the exercise of this option, but does not include cash and accounts receivable. All books and records of the Company shall be considered as a part of the property covered hereby subject to the continuing right of San Antonio Traction Company to use and inspect the same.

(2) The option price shall be the actual cost price of \$1,140,199 paid for said property by San Antonio Traction Company, less estimated depreciation since October 24, 1942, in the amount of \$22,000 per month to date of closing, plus \$69,512.18 paid or to be paid to the City Electric and Gas Board for the material and supplies on hand (including repair parts, gasoline, oil etc.) on October 24, 1942, plus the actual cost of the ten new Mack International buses in the amount of \$121,000.00, and the price determined as hereinabove provided shall be increased or decreased by the value, taken at cost price, of material and supplies on hand, if greater or less than said \$69,512.18, the cost of the material and supplies on hand at the time of the purchase on October 24, 1942, plus capital additions since October 24, 1942, of approximately \$10,000.00.

(3) In event of the exercise of this option, the purchaser shall agree to hold the seller harmless from all liability arising out of the unperformed part of term contracts following the date of said conveyance with reference to (a) motor bus tires and tire service, (b) group sick and accident insurance, (c) group life insurance, (d) car card advertising, (3) group retirement annuities covering employees, (f) wages, hours and working conditions of employees, (g) commitments of the Company to purchase supplies and shop equipment, and (h) commitments of the Company and its predecessor in title to purchase ten (10) new Mack International 40-passenger buses from the manufacturer for the sum of \$115,330 f.o.b. factory, and twenty-five (25) new model 31 G, 34-passenger Twin Coaches from the manufacturer, without tires and batteries, and finished in primer coat only, for the sum of \$8,987.50 each f.o.b. factory; but said agreement of the purchaser shall not be secured by a lien on the properties either express or implied.

(4) San Antonio Traction Company shall account for and pay over in cash to the purchaser under this option, as soon after the conveyance of the property as practicable, the full amount of the reserves of the Company set up to cover fares and tickets sold and outstanding in the hands of the public and not used for travel on buses on or prior to the date of the delivery of the conveyance hereunder.

(5) The option granted hereby may be exercised by the City of San Antonio or any assignee of said City on or before December 24, 1942, by delivering, on or before five (5) days prior to December 24, 1942, to an executive officer of San Antonio Traction Company in the City of San Antonio written notice of the acceptance of the offer to sell contained herein, and on the fifth day thereafter paying to the Company the full amount of the purchase price in the form of a cashier's check issued by a national bank in the City of San Antonio or other funds acceptable to San Antonio Traction Company, payable to the San Antonio Traction Company or order, and contemporaneous with such payment, San Antonio Traction Company shall deliver to the purchaser a deed and conveyance conveying good and indefeasible title and containing covenants of general warranty conveying all of said properties to said purchaser. Transfers of vehicles in statutory form will be furnished as soon after the acceptance and payment as practicable.

(6) All stamp taxes upon the conveyance and the recording fees of the deed shall be paid by the purchaser and all taxes upon the transfer of motor vehicles shall likewise be paid by the purchaser.

(7) All ad valorem taxes, bus seat taxes and all premiums on insurance policies shall, as soon after the delivery of the conveyance as practicable, be prorated between the seller and the purchaser as of the date of the delivery of the deed and conveyance, using the equitable methods of proration ordinarily employed by title companies doing business in the City of San Antonio.

(8) From and after the date hereof, seller will make available to the City of San Antonio all abstracts and evidences of title in its possession relating to all real estate owned by San Antonio Traction Company and will pay the reasonable expenses which may be incurred

by the City in securing such supplemental abstracts or evidences of title as the City may, in reason, request. The City shall be authorized to permit the examination of said abstracts by any attorney or attorneys representing the City of a prospective purchaser under this option, provided the City shall be responsible for the return of said abstracts to San Antonio Traction Company or the delivery thereof to the purchaser hereunder should this option be exercised. Should defects be found in any of the titles and San Antonio Traction Company be advised thereof, it will lend its cooperation and exercise reasonable diligence in the curing of such defects, but said Company shall not be legally bound to cure any such defects.

(9) The City of San Antonio may freely and without the consent of the San Antonio Traction Company transfer and assign this option on such terms and for such consideration as it may desire, and the said assignee shall be entitled to exercise the option conferred hereby and become the purchaser of the properties covered by this option, subject to all of the terms and conditions hereof.

WITNESS the execution hereof on this the 25th day of November.

SAN ANTONIO TRACTION COMPANY,
BY: WM. W. HOLDEN,
President.

ATTEST:

J. D. Williamson,
Secretary."

SECTION 2. That the option dated November 25, 1942, executed by San Antonio Traction Company to the City of San Antonio to purchase the physical properties of said Company shall be offered for sale to the highest bidder for cash in accordance with written proposals or bids to be opened and examined at 9 o'clock A.M., on December 7, 1942; the form of said written proposals or bids is hereby adopted and prescribed as follows:

"PROPOSAL TO PURCHASE PURSUANT TO OPTION ALL OF THE
PHYSICAL PROPERTIES OF SAN ANTONIO
TRACTION COMPANY

WHEREAS, the City of San Antonio is the holder of an assignable option to purchase all of the physical properties of San Antonio Traction Company, a Texas corporation, owner of the bus transportation system serving the City of San Antonio and territory contiguous thereto, for the consideration therein set forth, said option being dated November 25, 1942; and,

WHEREAS, the City of San Antonio, acting by its Mayor and Commissioners, has decided not to exercise said option and to acquire said properties for the City of San Antonio at this time but has elected to offer said properties pursuant to said assignable option to the highest bidder to the end that the City of San Antonio will receive any and all amounts for which said properties may be sold in excess of the option price; and,

WHEREAS, said City of San Antonio has invited bids for the purchase of said properties and has prescribed this form of proposal for the use of all bidders:

NOW THEREFORE, the undersigned (hereinafter called "Bidder"), hereby makes the following proposal subject to the terms and conditions recited herein:

(1) Bidder proposes to pay does hereby offer to pay the sum of _____ Dollars (\$ _____) to the City of San Antonio in consideration of the transfer to Bidder or Bidder's nominee of the above referred to option to purchase the physical properties of San Antonio Traction Company, a copy of which has been furnished to the undersigned Bidder.

(2) The said sum to be paid the City of San Antonio for the delivery and transfer of such option shall be paid by Bidder to the City of San Antonio at the time of the closing

of the purchase of said properties, pursuant to the terms of such option.

(3) Bidder herewith tenders a cashier's check of a national bank of San Antonio, Texas, in the sum of One Hundred Thousand Dollars (\$100,000.00), payable to the order of C. K. Quin, Mayor of the City of San Antonio, which said sum tendered herewith shall be credited on the purchase consideration for said option when the purchase of said properties under said option is consummated. Should Bidder or Bidder's nominee, after San Antonio Traction Company has fully complied with the terms of said option, fail to consummate the purchase of said properties, then said cashier's check, herewith tendered, shall be retained by the City of San Antonio as full liquidation damages for any default on the part of the Bidder, or Bidder's nominee hereunder. Should the City fail to accept this bid on or before December 15, 1942, said cashier's check shall be returned to Bidder.

(4) Attached hereto is a true and correct financial statement of Bidder and if Bidder be a corporation, there is attached hereto certified resolutions of the Directors of Bidder fully authorizing and directing (a) submission of this proposal, (b) the exercise of the option mentioned herein, and (c) the purchase of the property thereunder.

Respectfully submitted,

 _____"

SECTION 3. That a notice of the sale of the option dated November 25, 1942, to purchase the physical properties and assets of San Antonio Traction Company shall be published on November 28, 1942, December 1, 1942, and December 4, 1942, in daily newspapers as follows: the San Antonio Express, the San Antonio Evening News and the San Antonio Light, said notice of sale to be in substantially the following form:

"NOTICE OF PUBLIC SALE
 OF THE PHYSICAL ASSETS OF
 SAN ANTONIO TRACTION COMPANY

Notice is hereby given that the City of San Antonio will offer, pursuant to an option granted to the City and its assigns, all of the physical properties of San Antonio Traction Company, consisting of the motor bus equipment, motor vehicles, bus lots and garages, repair shops, shop tools and shop equipment, office furniture, furnishings and appliances constituting the motor bus street transportation properties serving the City of San Antonio and adjacent areas. The bidding shall be for the purchase of the option and must be on the form of proposal approved by the City, which form, together with copies of the option agreement and description of the property, are available for inspection in the office of the City Clerk on the second floor of the City Hall. All proposals or bids must be filed with the City Clerk at or before 9 o'clock A.M. on Monday, December 7, 1942, and accompanied by a cashier's check of a national bank of the City of San Antonio in the amount of One Hundred Thousand Dollars (\$100,000.00), and must be accompanied by a financial statement of the bidder and other documents as required by the proposal form. Bids will be opened and examined on December 7, 1942, and the City reserves the right to reject any and all bids.

ISSUED this 27th day of November, 1942.

CITY OF SAN ANTONIO,

By C. K. Quin,

Mayor."

SECTION 4. That by reason of the fact that said option expires on December 24, 1942, and by reason of the fact that it is necessary to the most effective realization of profit from the sale of said option to offer the same at once, it is hereby determined that it is nec-

essary to the immediate preservation of the public peace, health and safety of the City of San Antonio that this ordinance shall become effective immediately upon its passage and approval, and it is so ordained.

ADOPTED AND APPROVED, November 27, 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1860)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE CREATING THE POSITION OF FIRE INSPECTOR IN THE FIRE DEPARTMENT OF THE CITY OF SAN ANTONIO", PASSED AND APPROVED ON THE 5TH DAY OF JUNE, A.D. 1941.

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

1. That an ordinance entitled "AN ORDINANCE CREATING THE POSITION OF FIRE INSPECTOR IN THE FIRE DEPARTMENT OF THE CITY OF SAN ANTONIO", passed and approved by the Commissioners of the City of San Antonio on the 5th dzy of June, A.D. 1941, be and the same is hereby repealed, and the position created thereby is hereby abolished.

2. PASSED AND APPROVED this 7th day of December, A.D. 1942.

C. K. Quin,

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1861)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE CREATING THE POSITION OF INSPECTOR OF POLICE, IN THE POLICE DEPARTMENT OF THE CITY OF SAN ANTONIO", PASSED AND APPROVED ON THE 5TH DAY OF JUNE, A.D. 1941.

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

1. That an ordinance entitled "AN ORDINANCE CREATING THE POSITION OF INSPECTOR OF POLICE IN THE POLICE DEPARTMENT OF THE CITY OF SAN ANTONIO", passed and approved by the Commissioners of the City of San Antonio on the 5th day of June, A.D. 1941, be and the same is hereby repealed, and the position created thereby is hereby abolished.

2. PASSED AND APPROVED this 7th day of December, A.D. 1942.

C. K. Quin,

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (1862)

ACCEPTING THE PROPOSAL OF SMITH YOUNG TOWER CORPORATION TO PURCHASE OPTION OF CITY TO PURCHASE ALL PHYSICAL PROPERTIES AND ASSETS OF THE SAN ANTONIO TRACTION COMPANY, AND AUTHORIZING MAYOR TO EXECUTE ASSIGNMENT THEREOF.

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

1. That the proposal of Smith Young Tower Corporation to purchase the option of the City of San Antonio to purchase all of the physical properties and assets of the San Antonio

Traction Company for the sum set forth in said proposal a copy of which is hereto attached and made a part hereof, be and the same is hereby accepted; and the Mayor of the City of San Antonio is hereby authorized and directed to execute an assignment of said option to said purchaser a form of which assignment is hereto attached and made a part hereof.

2. PASSED AND APPROVED this 7th day of December, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

J. M. Woods,
City Clerk.

ASSIGNMENT OF OPTION

TO PURCHASE PROPERTIES OF SAN ANTONIO TRACTION COMPANY.

The City of San Antonio, acting herein by and through its Mayor and City Clerk hereunto duly authorized by ordinance, for and in consideration of the sum of \$100,000.00 in hand paid, plus the sum of \$ _____ to be paid in accordance with the proposal or bid made by the assignee herein, has conveyed, assigned, set over and delivered, and by these presents does convey, assign, set over and deliver unto _____ the exclusive right and option to purchase all of the physical properties and assets of San Antonio Traction Company granted by said Company to the City of San Antonio on November 25th, 1942, which option and the original instrument evidencing the same is delivered herewith to said assignee, and the said assignee shall be entitled to exercise said option and become the purchaser of the properties covered thereby, subject to all of the terms and conditions thereof, with the same effect as though said option had originally been granted to the assignee named herein.

WITNESS the execution hereof on this the ____ day of December A.D. 1942.

CITY OF SAN ANTONIO, TEXAS

BY _____

ATTEST:

Mayor

CITY CLERK

PROPOSAL TO PURCHASE PURSUANT TO OPTION

ALL OF THE PHYSICAL PROPERTIES OF

SAN ANTONIO TRACTION COMPANY

WHEREAS, the City of San Antonio is the holder of an assignable option to purchase all of the physical properties of San Antonio Traction Company, a Texas corporation, owner of the bus transportation system serving the City of San Antonio and territory contiguous thereto, for the consideration therein set forth, said option being dated November 25, 1942; and,

WHEREAS, the City of San Antonio, acting by its Mayor and Commissioners, has decided not to exercise said option and to acquire said properties for the City of San Antonio at this time but has elected to offer said properties pursuant to said assignable option to the highest bidder to the end that the City of San Antonio will receive any and all amounts for which said properties may be sold in excess of the option price; and,

WHEREAS, said City of San Antonio has invited bids for the purchase of said properties and has prescribed this form of proposal for the use of all bidders:

NOW, THEREFORE, the undersigned (hereinafter call "Bidder"), hereby makes the following proposal subject to the terms and conditions recited herein:

(1) Bidder proposes to pay and does hereby offer to pay the sum of Three Hundred One Thousand One Hundred and no/100 Dollars (\$ 301,100.00) to the City of San Antonio in consideration of

the transfer to Bidder or Bidder's nominee of the above referred to option to purchase the physical properties of San Antonio Traction Company, a copy of which has been furnished to the undersigned Bidder.

(2) The said sum to be paid the City of San Antonio for the delivery and transfer of such option shall be paid by Bidder to the City of San Antonio at the time of the closing of the purchase of said properties, pursuant to the terms of such option.

(3) Bidder herewith tenders a cashier's check of a national bank of San Antonio, Texas, in the sum of One Hundred Thousand Dollars (\$100,000.00), payable to the order of C. K. Quin, Mayor of the City of San Antonio, which said sum tendered herewith shall be credited on the purchase consideration for said option when the purchase of said properties under said option is consummated. Should Bidder or Bidder's nominee, after San Antonio Traction Company has fully complied with the terms of said option, fail to consummate the purchase of said properties, then said cashier's check, herewith tendered, shall be retained by the City of San Antonio as full liquidated damages for any default on the part of the Bidder, or Bidder's nominee hereunder. Should the City fail to accept this bid on or before December 15, 1942, said cashier's check shall be returned to Bidder.

(4) Attached hereto is a true and correct financial statement of Bidder and if Bidder be a corporation, there is attached hereto certified resolutions of the Directors of Bidder fully authorizing and directing (a) submission of this proposal, (b) the exercise of the option mentioned herein, and (c) the purchase of the property thereunder.

Respectfully submitted,

SMITH YOUNG TOWER CORPORATION

By /s/ Sylvan Lang

Vice President

ATTEST:

/s/ D. Gordon Rupe, Jr.

Secretary

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared SYLVAN LANG, Vice - President of Smith Young Tower Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER my hand and seal of office, this 5th day of December, 1942.

/s/ Alice Humphrey

Notary Public, Bexar County, Texas.
Alice Humphrey

Sylvan Lang
Leslie Byrd
Dalton Cross
Bernard Ladon

LAW OFFICES
LANG, BYRD, CROSS & LADON

Alamo National Building

San Antonio, Texas

December 5, 1942.

TO THE MAYOR AND CITY COMMISSIONERS,
San Antonio, Texas

Gentlemen:

Herewith, as required, is a financial statement of Smith Young Tower Corporation, San Antonio, Texas, as of August 31, 1942.

The fiscal year of this corporation ends on August 31. Fischer, Thrift & Geroge, Certified Public Accountants, San Antonio, Texas, are the auditors for this corporation, and made an annual audit of said corporation as of said date, which audit consists of 20 pages, and is dated September 29, 1942.

Based upon such audit, the following summary is furnished you:

ASSETS:

Current:	
Cash	\$ 89,241.41
Accounts Receivable-Net	14,536.54
Notes Receivable-Net	85.75
Total Current	\$ 103,863.70
Permanent-Net	2,164,114.34
Deferred	8,219.02
Total Assets	\$ 2,276,197.06

LIABILITIES

Current:	
Accounts Payable	2,609.70
Accrued	10,608.01
Total Current	13,217.71
Non-Current	84,000.00
Net Worth	2,178,979.35
Total Liabilities & Net Worth	2,276,197.06

SMITH YOUNG TOWER CORPORATION

By /s/ James H. Turner
Assistant Secretary-
Treasurer

(SEAL)

STATE OF TEXAS)
)
COUNTY OF BEXAR)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, James H. Turner, the duly elected, qualified and acting Assistant Secretary of Smith Young Tower Corporation, hereby certifies that at a meeting of the board of directors of said corporation duly called and held on November 25, 1942, at 11:30 o'clock a.m. in the offices of the corporation at San Antonio, Texas, resolutions were unanimously adopted by the board of directors of said corporation, fully authorizing and directing:

- (a) submission of the prescribed form of proposal to purchase, pursuant to option, all of the physical properties of San Antonio Traction Company,
- (b) the exercise of the option mentioned therein, and
- (c) the purchase of the properties thereunder,

the said resolutions so adopted being as follows:

BE IT RESOLVED that this corporation shall bid for the purchase of the assignable option from the San Antonio Traction Company to the City of San Antonio, the exact terms, provisions and conditions of said assignable option being set forth in "Exhibit A" attached to the minutes of this meeting of the board of directors, which "Exhibit A" is incorporated herein and made a part of this resolution.

BE IT FURTHER RESOLVED that this corporation, acting by and through its Vice-President, Sylvan Lang, and its Secretary, D. Gordon Rupe, Jr., shall bid for the said transportation properties such sum as they in their discretion may deem desirable, and for the purpose of submitting said bid there shall be executed on behalf of the corporation, through its said officers, the form of proposal attached to these minutes as "Exhibit B",

which "Exhibit B" is incorporated herein and made a part of this resolution.

BE IT FURTHER RESOLVED that this corporation shall, pursuant to the terms of said proposal, pay over and deliver to the City of San Antonio the sum of \$100,000.00, as earnest money, required under the terms of said proposal.

BE IT FURTHER RESOLVED that the said named officers of the corporation, in their said capacity as officers of this Corporation, are hereby authorized to make, execute and deliver all instruments of any character whatsoever, and to do and perform all acts of any nature whatsoever, which in their opinion may be necessary or desirable for the purpose of tendering the bid of this corporation to the City of San Antonio and, if the successful purchaser of said option, to thereafter exercise said option and to purchase the property thereunder and to execute any and all instruments required or advisable in connection therewith and to fully complete and consummate such purchase transaction and any and all matters in connection therewith.

The undersigned, James H. Turner, further certifies that Exhibits A and B, which were incorporated in and made a part of the above and foregoing resolutions as above set forth, were and are identical with Exhibits A and B, respectively, attached to this certificate, and said Exhibits A and B are hereby incorporated in this certificate to be read in connection with and as a part of said resolutions.

TO CERTIFY WHICH, witness my hand as Assistant Secretary of the Smith Young Tower Corporation and the seal of this corporation on this the 5 day of December, 1942.

/s/ James H. Turney
Assistant Secretary

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. TURNER, Assistant Secretary of Smith Young Tower Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER my hand and seal of office on this the 5th day of December, 1942.

/s/ Alice Humphrey
Alice Humphrey

Notary Public in and for
Bexar County, Texas

SAN ANTONIO TRACTION COMPANY

OPTION TO PURCHASE PROPERTIES

EXHIBIT A

SAN ANTONIO TRACTION COMPANY, a Texas corporation, hereunto duly authorized by resolutions of its Stockholders and Directors, in performance of all commitments and agreements existing between it and the City of San Antonio and between its Stockholders and the City of San Antonio, does hereby give and grant unto the said CITY OF SAN ANTONIO, TEXAS, and its assigns, the exclusive right and option to purchase during the period commencing with the date hereof and ending on December 24, 1942, all of the physical properties and assets of said San Antonio Traction Company subject to the terms and conditions hereinafter stated, for a sum equal to the cost thereof to said Company as hereinafter stated. This option is granted upon and shall be subject to the following conditions, terms and agreements:

(1) The property covered hereby consists of the property conveyed to San Antonio Traction Company by the Trustees in Dissolution of San Antonio Public Service Company by deed dated October 24, 1942, and now of record in Volume 1931, at pages 266 to 273, of the Deed Records of Bexar County, Texas, to which reference is here made, together with ten (10) new Mack International 40-passenger buses and all other physical property and material and supplies acquired

by San Antonio Traction Company on and subsequent to October 24, 1942, to the date of any sale which may be made in pursuance to the exercise of this option, but does not include cash and accounts receivable. All books and records of the Company shall be considered as a part of the property covered hereby subject to the continuing right of San Antonio Traction Company to use and inspect the same.

(2) The option price shall be the actual cost price of \$1,140,199 paid for said property by San Antonio Traction Company, less estimated depreciation since October 24, 1942, in the amount of \$22,000 per month to date of closing, plus \$69,512.18 paid or to be paid to the City Electric and Gas Board for the material and supplies on hand (including repair parts, gasoline, oil, etc.) on October 24, 1942, plus the actual cost of the ten new Mack International buses in amount of \$121,000.00, and the price determined as hereinabove provided shall be increased by the value, taken at cost price, of material and supplies on hand, if greater or less than said \$69,512.18, the cost of the material and supplies on hand at the time of the purchase on October 24, 1942, plus capital additions since October 24, 1942, of approximately \$ 10,000.00.

(3) In event of the exercise of this option, the purchaser shall agree to hold the seller harmless from all liability arising out of the unperformed part of term contracts following the date of said conveyance with reference to (a) motor bus tires and tire service, (b) group sick and accident insurance, (c) group life insurance, (d) car card advertising, (e) group retirement annuities covering employees, (f) wages, hours and working conditions of employees, (g) commitments of the Company to purchase supplies and shop equipment, and (h) commitments of the Company and its predecessors in title to purchase ten (10) new Mack International 40-passenger buses from the manufacturer for the sum of \$115,330 f.o.b. factory, and twenty-five (25) new model 31 G, 34-passenger Twin Coaches from the manufacturer, without tires and batteries, and finished in primer coat only, for the sum of \$8,987.50 each f.o.b. factory; but said agreement of the purchaser shall not be secured by a lien on the properties, either express or implied.

(4) San Antonio Traction Company shall account for and pay over in cash to the purchaser under this option, as soon after the conveyance of the property as practicable, the full amount of the reserves of the Company set up to cover fares and tickets sold and outstanding in the hands of the public and not used for travel on buses on or prior to the date of the delivery of the conveyance hereunder.

(5) The option granted hereby may be exercised by the City of San Antonio or any assignee of said City on or before December 24, 1942, by delivering, on or before five (5) days prior to December 24, 1942, to an executive officer of San Antonio Traction Company in the City of San Antonio written notice of the acceptance of the offer to sell contained herein, and on the fifth day thereafter paying to the Company the full amount of the purchase price in the form of a cashier's check issued by a national bank in the City of San Antonio or other funds acceptable to San Antonio Traction Company, payable to the San Antonio Traction Company or order, and contemporaneous with such payment, San Antonio Traction Company shall deliver to the purchaser a deed and conveyance conveying good and indefeasible title and containing covenants of general warranty conveying all of said properties to said purchaser. Transfers of vehicles in statutory form will be furnished as soon after the acceptance and payment as practicable.

(6) All stamp taxes upon the conveyance and the recording fees of the deed shall be paid by the purchaser and all taxes upon the transfer of motor vehicles shall likewise be paid by the purchaser.

(7) All ad valorem taxes, bus seat taxes and all premiums on insurance policies shall, as soon after the delivery of the conveyance as practicable, be prorated between the seller and the purchaser as of the date of the delivery of the deed and conveyance, using the equitable methods of proration ordinarily employed by title companies doing business in the City of San Antonio.

(8) From and after the date hereof, seller will make available to the City of San Antonio all abstracts and evidences of title in its possession relating to all real estate owned by San Antonio Traction Company and will pay the reasonable expenses which may be incurred by the City in securing such supplemental abstracts or evidences of title as the City may, in reason, request. The City shall be authorized to permit the examination of said abstracts by any attorney or attorneys representing the City or a prospective purchaser under this option, provided the City shall be responsible for the return of said abstracts to San Antonio Traction Company or the delivery thereof to the purchaser hereunder should this option be exercised. Should defects be found in any of the titles and San Antonio Traction Company be advised thereof, it will lend its cooperation and exercise reasonable diligence in the curing of such defects, but said Company shall not be legally bound to cure any such defects.

(9) The City of San Antonio may freely and without the consent of the San Antonio Traction Company transfer and assign this option on such terms and for such consideration as it may desire, and the said assignee shall be entitled to exercise the option conferred hereby and become the purchaser of the properties covered by this option, subject to all of the terms and conditions hereof.

WITNESS the execution hereof on this the 25th day of November, 1942.

ATTEST:

J. D. Williamson, Secretary.

SAN ANTONIO TRACTION COMPANY,

By Wm. W. Holden, President.

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority on this day personally appeared W. W. Holden, President of San Antonio Traction Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER my hand and seal of office, this 25th day of November, 1942.

C. T. HENNESSEY

NOTARY PUBLIC, BEXAR COUNTY, TEXAS.
COMMISSION EXPIRES MAY 31, 1943.

GENERAL DESCRIPTION OF THE PROPERTIES
OF SAN ANTONIO TRACTION COMPANY

EXHIBIT A CONTINUED

The descriptions attached hereto are reprinted from the deed dated October 24, 1942, executed by the Trustees in Dissolution of San Antonio Public Service Company to San Antonio Traction Company. In addition to these properties, San Antonio Traction Company, on or about November 10, 1942, received delivery of ten (10) new Mack International 40-passenger, Type CM, buses, which are now included as a part of its physical properties.

Transportation Equipment

All bus transportation properties heretofore owned and operated by San Antonio Public Service Company, including all motor buses, motor vehicles, bus garages, bus lots, bus depots (the real estate in connection with the same being hereinafter more fully described), shop tools and equipment, furniture, furnishings and office equipment heretofore used exclusively in the Bus or Transportation Department of said Company, all of which property is hereinafter more particularly described.

Bus Yards and Garages

(a) All of that parcel of land known as New City Block No. 1905, in the City of San Antonio, Bexar County, Texas, bounded on the north by Dewey Place, on the east by Maverick Street, on the south by Locust Street, on the west by San Pedro Avenue.

(b) All tracts or parcels of land situated in Bexar County, Texas, and used as rights-of-way for the tracks and lines of the electric street railway formerly operated by the Company, including what is known as the West End right-of-way, the Collins Garden right-of-way, the South San Antonio right-of-way, the Hot Wells right-of-way, the Highland Park right-of-way, the Elmendorf right-of-way, and the Los Angeles Heights right-of-way, and being items 7 to 18, inclusive, in the description of property contained in the mortgage executed by San Antonio Public Service Company to Bankers Trust Company, as Trustee, dated January 1, 1922, except Lots 21, 22 and 23 in New City Block 2177 which are hereby excluded herefrom.

(c) All of that parcel of land situated in Bexar County, Texas, being ninety-four one-hundredths acres of land, and being a portion of original City Out-lot 13, Range 3, District 6, and fully described as item 19 in the mortgage executed by San Antonio Public Service Company to Bankers Trust Company, as Trustee, dated January 1, 1922, less the ninety-two one-hundredths acres of the original 1.86 acres released therefrom by release executed by Bankers Trust Company, as Trustee, dated October 27, 1934.

((d), (e), (f), are cancelled out on original copy).

(g) All of Lots Nos. 1, 2, 3, 4, 5, 6, 13 and 14, in Block 4, New City Block No. 1906, within the corporate limits of the City of San Antonio, Bexar County, Texas.

(h) All of the following described real estate lying and being situate in the City of San Antonio, Bexar County, Texas, to-wit: Being a part of Lot No. 9 and a part of Lot No. 10, Block 4, New City Block No. 1906, old City Lot No. 4, Range No. 3, District No. 3, more particularly described by metes and bounds as follows: Beginning at a stake in Lot No. 10, on the west line of Lewis Street 72 feet south of the southwest corner of Lewis Street and Dewey Place (formerly Crockett Place), said point being also the southeast corner of Strip deeded to Frederick Reutzel by deed recorded in the record of Deeds of Bexar County in Volume 503, page 514; thence south with the west line of Lewis Street 56 feet to stake in Lot No. 9; thence west 139.1 feet to the east line of an alley; thence north and with the east line of said alley 56 feet to a point in Lot No. 10, the southwest corner of the said Frederick Reutzel property; and thence east and parallel with the south line of this tract and along the south line of said Frederick Reutzel's property 139.1 feet to the place of beginning. Being the same property conveyed by Tillie S. Newton, her husband, and Joe S. Newton, to San Antonio Public Service Company by deed dated August 27, 1938, and recorded October 12, 1937, in the records of Deeds of Bexar County in Volume 1597, page 557.

Additions to Bus Yards and Garages

First Tract:

All of that certain property lying in Bexar County, Texas, described as follows; towit:

1. All of Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, in Block No. 17, of Edgewood Heights Addition to the City of San Antonio, Bexar County, Texas;

2. Lot No. 7, in New City Block No. 1906 in the Adams & Wicks Subdivision of acre Lots Nos. 2 and 3, being located at the corner of Locust and Lewis Streets, known as 303 West Locust Street, in the City of San Antonio, Bexar County, Texas;

3. Lots Nos. 10 and 11, in Block No. 3, in Arlington Heights Addition, Bexar County, Texas, as per plat and map recorded May 15, 1917, in Book 105, page 110, of the Map and Plat Records of Bexar County, Texas, to which reference is here made, said Arlington Heights Addition being a subdivision of Out-lot 31, Range 3, District 3, in Bexar County, Texas;

4. All of Lot Eight (8) and the south part of Lot Nine (9), Block Four (4), New City Block 1906, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described by metes and bounds as follows:

Beginning at the west line of Lewis Street at the southeast corner of the Tillie S. Newton property and running thence south along the west line of said street 63 feet, more or

less, to the intersection of said line with the north line of an alley; thence west along the north line of said alley 139.1 feet, more or less, to the intersection of said line with the east line of another alley; thence north along the east line of said latter alley 63 feet, more or less, to the southwest corner of said Newton property; thence east along the south line of said Newton property 139.1 feet, more or less, to the place of beginning;

Being the same property described in deed to L. H. North from L. B. Haines and wife, Katherine A. Haines, dated April 1, 1919, and recorded in Volume 554, page 639, Deed Records of Bexar County, Texas;

Being the same property conveyed by Standard Trust Company, as Trustee, to San Antonio Public Service Company by deed dated October 2, 1939, recorded October 11, 1939, in the Deed Records of Bexar County, in book volume 1719, pages 432-33.

Second Tract:

Beginning at the intersection of the west line of Maverick Street with the south line of West Dewey Place (formerly Crockett Place), said beginning point being the northeast corner of City Block 1905 situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, said beginning point being the northwest corner of this tract;

Thence in a southerly direction along the east line of said City Block 1905, the full length thereof, the same being the west line of Maverick Street, a distance of 331.64 feet, more or less, to the southeast corner of said City Block 1905, said point being in the north line of West Locust Street for the southwest corner of this tract;

Thence easterly along the north line of West Locust Street (extended) a distance of 55.55 feet to the southwest corner of City Block 1906 within the corporate limits of the City of San Antonio, in Bexar County, Texas, for the southeast corner of this tract;

Thence in a northerly direction along the west line of said City Block 1906, the full length thereof, same being the east line of Maverick Street, a distance of 331.64 feet, more or less, to a point in the south line of West Dewey Place, same being the northwest corner of said City Block 1906, and the northeast corner of this tract;

Thence westerly along the south line of West Dewey Place (extended) a distance of 55.55 feet, more or less, to the place of beginning; said tract of land comprising that portion of Maverick Street lying and being situate between said City Blocks 1905 and 1906, and extending from the north line of West Locust Street to the south line of West Dewey Place in the City of San Antonio, Bexar County, Texas.

Third Tract:

That certain tract of land lying and being situated in City Block 1906 within the corporate limits of the City of San Antonio, in Bexar County, Texas, more particularly described as follows, to-wit:

Beginning at the southeast corner of Lot 13 in said City Block;

Thence westerly along the south line of Lot 13, the full length thereof, a distance of 139.1 feet to the southwest corner of said Lot 13;

Thence south a distance of 10 feet, more or less, to the northwest corner of Lot 1 in said City Block;

Thence easterly along the north line of Lots 1, 2 and a part of 3 in said City Block a distance of 139.1 feet;

Thence north a distance of 10 feet, more or less, to the place of beginning; and being a strip of land lying between Lot 13 and Lots 1, 2 and a part of 3, in said City Block 1906 situated within the corporate limits of the City of San Antonio, in Bexar County, Texas.

Being the same property conveyed by the City of San Antonio to San Antonio Public Service Company by deed dated March 30, 1940, recorded April 3, 1940, in the deed records of Bexar County, Texas, in book volume 1753, pages 146-47.

MOTOR BUSES AND AUTOMOTIVE EQUIPMENT

<u>CO. NO.</u>	<u>LICENSE NUMBER</u>	<u>MOTOR NUMBER</u>	<u>MAKE</u>	<u>WEIGHT</u>	<u>YEAR</u>
3T	316959	5995952	Chev. Sed. Del.	2700	1936
1	53001	451756	Yellow Coach #728	15300	1937
2	53002	451834	" " "	"	"
3	53003	451892	" " "	"	"
4	53004	451838	" " "	"	"
5	53005	451917	" " "	"	"
6	53006	451907	" " "	"	"
7	53007	14502513	" " "	"	"
8	53008	451665	" " "	"	"
9	53009	451904	" " "	"	"
10	53010	451679	" " "	"	"
11	53011	14502496	" " "	"	"
12	53012	451738	" " "	"	"
13	53013	451753	" " "	"	"
14	53014	451834	" " "	"	"
15	53015	451535	" " "	"	"
16	53016	451767	" " "	"	"
17	53017	451677	" " "	"	"
18	53018	451765	" " "	"	"
19	53019	451905	" " "	"	"
20	53020	451909	" " "	"	"
21	53021	451663	" " "	"	"
22	53022	451533	" " "	"	"

<u>CO. NO.</u>	<u>LICENSE NUMBER</u>	<u>MOTOR NUMBER</u>	<u>MAKE</u>	<u>WEIGHT</u>	<u>YEAR</u>
			Chev. Sed. Del. Yellow Coach #728	15300	1937
23	53023	451903	" " "	"	"
24	53024	4511033	" " "	"	"
25	53025	451805	" " "	"	"
26	53026	451770	" " "	"	"
27	53027	451670	" " "	"	"
28	53028	451759	" " "	"	"
29	53029	451847	" " "	"	"
30	53030	451665	" " "	"	"
31	53031	451759	" " "	"	"
32	53032	451848	" " "	"	"
33	53033	451915	" " "	"	"
34	53034	451755	" " "	"	"
35	53035	451898	" " "	"	"
36	53036	451674	" " "	"	"
37	53037	451912	" " "	"	"
38	53038	451916	" " "	"	"
39	53039	451914	" " "	"	"
40	53040	451911	" " "	"	"
41	53041	EP-2-97	Mack Bus Type CM	16900	1939
42	53042	EP-3-36	" " "	"	"
43	53043	EP-3-12	" " "	"	"
44	53044	EP-2-57	" " "	"	"
45	53045	EP-3-16	" " "	"	"
2T	315870	AAF-659160	3/4 Ton Chev. Pick-Up Weight--3500		1941
46	53046	EP-2-87	Mack Bus Type CM	16900	1939
47	53047	EP-3-5	" " "	"	"
48	53048	EP-2-86	" " "	"	"
49	53049	EP-3-29	" " "	"	"
50	53050	EP-3-31	" " "	"	"
51	53051	EP-2-99	" " "	"	"
52	53052	EP-3-24	" " "	"	"
53	53053	EP-3-4	" " "	"	"
54	53054	EP-2-59	" " "	"	"
55	53055	EP-3-6	" " "	"	"
56	53056	EP-3-2	" " "	"	"
57	53057	EP-2-82	" " "	"	"
58	53058	EP-3-16	" " "	"	"
59	53059	EP-3-4	" " "	"	"
60	53060	EP-2-62	" " "	"	"
61	53061	EP-17-51	" " "	"	1941
62	53062	EP-17-55	" " "	"	"
63	53063	EP-17-57	" " "	"	"
64	53064	EP-17-52	" " "	"	"
65	53065	EP-17-30	" " "	"	"
66	53066	EP-17-29	" " "	"	"
67	53067	EP-17-54	" " "	"	"
68	53068	EP-17-56	" " "	"	"
69	53069	EP-17-53	" " "	"	"
70	53070	EP-17-71	" " "	"	"
71	53071	EP-19-31	" " "	"	"
72	53072	EP-19-15	" " "	"	"
73	53073	EP-19-19	" " "	"	"
74	53074	EP-19-24	" " "	"	"
75	53075	EP-19-10	" " "	"	"
76	53076	EP-19-12	" " "	"	"
77	53077	EP-19-27	" " "	"	"
78	53078	EP-19-9	" " "	"	"
79	53079	EP-19-14	" " "	"	"
80	53080	EP-19-7	" " "	"	"
81	53081	EP-19-21	" " "	"	"
82	53082	EP-19-26	" " "	"	"
83	53083	EP-19-98	" " "	"	"
84	53084	EP-19-20	" " "	"	"
85	53085	EP-19-25	" " "	"	"
86	53086	EP-26-10	" " "	"	"
87	53087	EP-26-11	" " "	"	"
88	53088	EP-26-9	" " "	"	"
89	53089	EP-25-93	" " "	"	"
90	53090	EP-25-99	" " "	"	"
91	53091	EP-25-98	" " "	"	"
92	53092	EP-25-97	" " "	"	"
93	53093	EP-26-13	" " "	"	"
94	53094	EP-26-8	" " "	"	"
95	53095	EP-26-15	" " "	"	"
166	53166	203119	Twin Coach Bus #30A		1933
167	53167	202808	" " "	"	"
168	53168	203786	" " "	"	"
169	53169	202804	" " "	"	"
170	53170	203919	" " "	"	"
171	53171	203144	" " "	"	"
172	53172	202806	" " "	"	"
173	53173	202812	" " "	"	"
174	53174	203783	" " "	"	"
175	53175	203145	" " "	"	"
176	53176	203181	" " "	"	"
177	53177	203101	" " "	"	"
178	53178	203097	" " "	"	"

<u>CO. NO.</u>	<u>LICENSE NUMBER</u>	<u>MOTOR NUMBER</u>	<u>MAKE</u>	<u>WEIGHT</u>	<u>YEAR</u>
			Twin Coach Bus #30A		1933
179	53179	203602	" " "		"
180	53180	203177	" " "		"
181	53181	203934	" " "		1934
182	53182	203183	" " "		"
183	53183	203829	" " "		"
184	53184	202803	" " "		"
185	53185	203935	" " "		"
186	53186	203927	" " "		"
187	53187	203918	" " "		"
188	53188	203761	" " "		"
189	53189	203917	" " "		"
190	53190	203924	" " "		"
191	53191	203788	" " "		"
192	53192	203763	" " "		"
193	53193	203171	" " "		"
194	53194	202805	" " "		"
195	53195	203914	" " "		"
196	53196	203154	" " "		"
197	53197	203163	" " "		"
198	53198	203762	" " "		"
199	53199	203155	" " "		"
200	53200	202799	" " "		"
201	53201	203178	" " "		"
202	53202	203174	" " "		"
203	53203	203784	" " "		"
204	53204	203156	" " "		"
205	53205	203170	" " "		"
206	53206	202809	" " "		"
207	53207	203789	" " "		"
208	53208	203913	" " Bus "		"
209	53209	203790	" " " "		"
210	53210	203097	" " " "		"
211	53211	202800	" " " "		"
212	53212	203182	" " " "		"
213	53213	203931	" " " "		"
214	53214	203166	" " " "		"
215	53215	203922	" " " "		"
216	53216	203781	" " " "		1936
217	53217	203782	" " " "		"
218	53218	203099	" " " "		"
219	53219	203760	" " " "		"
220	53220	203936	" " " "		"
221	53221	202810	" " " "		"
222	53222	203918	" " " "		"
223	53223	203176	" " " "		"
224	53224	203106	" " " "		"
225	53225	203932	" " " "		"
226	53226	202802	" " " "		"
227	53227	203180	" " " "		"
228	53228	203159	" " " "		"
229	53229	203780	" " " "		"
230	53230	203184	" " " "		"
231	53231	203111	" " " "		"
232	53232	203175	" " " "		"
233	53233	203744	" " " "		"
234	53234	203161	" " " "		"
235	53235	203125	" " " "		"
236	53236	202804	" " " "		"
237	53237	203920	" " " "		"
238	53238	203111	" " " "		"
239	53239	203123	" " " "		"
240	53240	202807	" " " "		"
241	53241	203162	" " " "		"
242	53242	203160	" " " "		"
243	53243	203113	" " " "		"
244	53244	203179	" " " "		"
245	53245	203603	" " " "		"
246	53246	D-33064C	Packard Touring Sedan		1941
247	53247	242	White Bus		1928
248	53248	243	" "		"
249	53249	257	" "		"
250	53250	245	" "		"
251	53251	255	" "		"
252	53252	240	" "		"
253	53253	251	" "		"
254	53254	249	" "		"
255	53255	250	" "		"
256	53256	239	" "		"
257	53257	382	" "		"
258	53258	383	" "		"
259	53259	387	" "		"
260	53260	388	" "		"
261	53261	389	" "		"
262	53262	1331406	Yellow Coach Bus		1931
263	53263	1331424	" " "		"
264	53264	1331426	" " "		"
265	53265	1331427	" " "		"
266	53266	1331428	" " "		"
267	53267	1331434	" " "		"

<u>CO. NO.</u>	<u>LICENSE NUMBER</u>	<u>MOTOR NUMBER</u>	<u>MAKE</u>	<u>YEAR</u>
268	60327	2948	Reo Bus	1929
269	53269	10871	" "	"
270	58072	10880	" "	"
271	53271	10888	" "	"
272	54073	CF10894	" "	"
273	60328	A 3962	" "	"
274	58071	12643	" "	"
275	53275	10874	" "	"
276	60326	CF10879	" "	"
277	54075	CF10881	" "	"
316	53116	588599	Twin Coach Bus #19	1933
317	53117	50812	" " " "	"
318	53118	508579	" " " "	"
319	53119	508817	" " " "	"
320	53120	508278	" " " "	"
321	53121	508209	" " " "	"
322	53122	508819	" " " "	"
323	53123	50858	" " " "	"
324	53124	508593	" " " "	"
325	53125	508208	" " " "	"
326	53126	508581	" " " "	"
327	53127	508586	" " " "	"
328	53128	507437	" " " "	"
329	53129	508597	" " " "	"
330	53130	507435	" " " "	"
331	53131	508594	" " " "	"
332	53132	508183	" " " "	"
333	53133	508580	" " " "	"
334	53134	508552	" " " "	"
335	53135	508598	" " " "	"
336	53136	508823	" " " "	"
337	53137	508279	" " " "	"
338	53138	508222	" " " "	"
339	53139	508631	" " " "	"
340	53140	507438	" " " "	"
341	53141	508553	" " " "	"
342	53142	508818	" " " "	"
343	53143	508223	" " " "	"
344	53144	508632	" " " "	"
345	53145	508577	" " " "	"
346	53146	508816	" " " "	"
347	53147	525769	" " " "	"
348	53148	508617	" " " "	"
349	53149	508238	" " " "	"
350	53150	508554	" " " "	"
351	53151	507441	" " " "	"
352	53152	508203	" " " "	"
353	53153	508596	" " " "	"
354	53154	508214	" " " "	"
355	53155	508208	" " " "	"
356	53156	507299	" " " "	"
357	53157	508585	" " " "	"
358	53158	508260	" " " "	"
359	53159	508595	" " " "	"
360	53160	508205	" " " "	"
361	53161	507439	" " " "	"
362	53162	508224	" " " "	"
363	53163	525768	" " " "	"
364	53164	506859	" " " "	"
365	53165	508618	" " " "	"
278	110518	50-247	Fageol Bus	1924
279	110519	50-338	" "	"
280	110520	50-339	" "	"
281	110521	50-340	" "	"
282	110522	50-342	" "	"
283	110523	50-341	" "	"
284	110524	50-346	" "	"
96	122825	EP-36-49	Mack Bus	1942
97	122828	EP-36-96	" "	"
98	122829	EP-36-51	" "	"
99	122827	EP-36-97	" "	"
100	122826	EP-36-98	" "	"
102	123653	Y-177868	Twin Coach Bus	"
104	123656	Y-178033	" "	"
106	123654	Y-177869	" "	"
111	123655	Y-178199	" "	"
113	123658	Y-178034	" "	"
119	123657	Y-178035	" "	"
105	123673	Y-178193	" "	"
107	123672	Y-178192	" "	"
110	123671	Y-178195	" "	"
112	123674	Y-178197	" "	"
101	123679	Y-177870	" "	"
108	123680	Y-178194	" "	"
109	123681	Y-178198	" "	"
115	123682	Y-178196	" "	"
103	124441	Y-178292	" "	"
114	124439	Y-178291	" "	"
116	124444	Y-178289	" "	"
117	124440	Y-177867	" "	"
118	124443	Y-178290	" "	"
120	124442	Y-178293	" "	" ;

together with all license plates, licenses and permits issued under State laws and under City Ordinances upon or appertaining to all of the motor buses and motor vehicles hereinabove described and the operation thereof, and the Grantors herein do hereby confer upon the Grantee full authority for and in the name of the Grantors and in the name of the said San Antonio Public Service Company to procure all necessary transfers thereof into the name of the Grantee herein and the Grantors do hereby covenant and bind themselves to give any and all additional assignments and transfers which may be required by law to effectuate the purpose hereof.

Shop Tools and Equipment

The following described shop tools and equipment located at the San Pedro Bus Garage and Bus Lot in the City of San Antonio, Bexar County, Texas:

- 1 Fay & Eagon jointer #55406
- 1 Lodge & Shipley 28" engine lather
- 1 Bickford 36" drill press
- 1 16"x8" Monarch lathe & equipment
- 1 ½ ton traveling Crane (Alamo Iron Works)
- 1 Elmco Centurn Universal test stand (battery)
- 1 Eager comp. battery charger #24, with stand
- 1 Winterbourne traveling crane & track
- 1 #4A Landis reconditioned crank-shaft grinder
- 2 100# Du Gas fire extinguishers on wheels
- 1 Shoemaker con. rod boring machine
- 1 Metal stand, with accessories, for breaking in overhauled bus engines
- 1 Becker milling machine #7
- 1 100# Oxweld acetylene generator
- 1 Stationary central lubricating unit at lubrication pit
- 1 Westinghouse YCB 18-10 H.P. 50 cu. ft. air compressor
- 1 Whiting bus washing machine
- 1 Kerrick steam cleaner
- 1 4ZB Westinghouse shop air compressor
- 1 M19 Skinner oil purifier
- 1 Kwickway boring bar;

together with all other tools, equipment, supplies, repair parts and material on hand for use on the property and premises herein described, together with all furniture, furnishings and machines and equipment heretofore used exclusively in the Bus Transportation or Transit Department of San Antonio Public Service Company.

PROPOSAL TO PURCHASE PURSUANT TO OPTION
ALL OF THE PHYSICAL PROPERTIES OF
SAN ANTONIO TRACTION COMPANY

EXHIBIT B

WHEREAS, the City of San Antonio is the holder of an assignable option to purchase all of the physical properties of San Antonio Traction Company, a Texas corporation, owner of the bus transportation system serving the City of San Antonio and territory contiguous thereto, for the consideration therein set forth, said option being dated November 25, 1942; and,

WHEREAS, the City of San Antonio, acting by its Mayor and Commissioners, has decided not to exercise said option and to acquire said properties for the City of San Antonio at this time but has elected to offer said properties pursuant to said assignable option to the highest bidder to the end that the City of San Antonio will receive any and all amounts for which said properties may be sold in excess of the option price; and,

WHEREAS, said City of San Antonio has invited bids for the purchase of said properties and has prescribed this form of proposal for the use of all bidders:

NOW, THEREFORE, the undersigned (hereinafter call "Bidder"), hereby makes the following proposal subject to the terms and conditions recited herein:

- (1) Bidder proposes to pay and does hereby offer to pay the sum of _____
DOLLARS (\$ _____)

to the City of San Antonio in consideration of the transfer to Bidder or Bidder's nominee of the above referred to option to purchase the physical properties of San Antonio Traction Company, a copy of which has been furnished to the undersigned Bidder.

(2) The said sum to be paid the City of San Antonio for the delivery and transfer of such option shall be paid by Bidder to the City of San Antonio at the time of the closing of the purchase of said properties, pursuant to the terms of such option.

(3) Bidder herewith tenders a cashier's check of a national bank of San Antonio, Texas, in the sum of One Hundred Thousand Dollars (\$100,000.00), payable to the order of C. K. Quin, Mayor of the City of San Antonio, which said sum tendered herewith shall be credited on the purchase consideration for said option when the purchase of said properties under said option is consummated. Should Bidder or Bidder's nominee, after San Antonio Traction Company has fully complied with the terms of said option, fail to consummate the purchase of said properties, then said cashier's check, herewith tendered, shall be retained by the City of San Antonio as full liquidated damages for any default on the part of the Bidder, or Bidder's nominee hereunder. Should the City fail to accept this bid on or before December 15, 1942, said cashier's check shall be returned to Bidder.

(4) Attached hereto is a true and correct financial statement of Bidder and if Bidder be a corporation, there is attached hereto certified resolutions of the Directors of Bidder fully authorizing and directing (a) submission of this proposal, (b) the exercise of the option mentioned herein, and (c) the purchase of the property thereunder.

Respectfully submitted,

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER my hand and seal of office, this _____ day of November, 1942.

Notary Public, Bexar County, Tex.

- - -
AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared C. L. Buchanan, who being by me duly sworn, says on oath that he is Vice President of the San Antonio Light a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the "NOTICE OF PUBLIC SALE OF THE PHYSICAL ASSETS OF SAN ANTONIO TRACTION CO." hereto attached has been published in every issue of said newspaper on the following days, to-wit: November 28, December 1st, and December 4th, 1942.

/s/ C. L. Buchanan

Sworn to and subscribed before me this December, 5th, 1942.

- - -
AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared A. G. Flood who being by me duly sworn, says on oath that he is one of the Bookkeepers of the San Antonio Express a newspaper of general circulation in the City of San Antonio, in the State and County

aforesaid, and that the "NOTICE OF PUBLIC SALE OF THE PHYSICAL ASSETS OF SAN ANTONIO TRACTION CO." hereto attached has been published in every issue of said newspaper on the following days, to-wit: November 28, December 2nd, and December 4th., 1942.

/s/ A. C. Flood

Sworn to and subscribed before me this December 5th, 1942.

/s/ W. A. Druce,

W. A. Druce,
Notary Public, Bexar County,
Texas.

- - -
AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared A. C. Flood, who being by me duly sworn, says on oath that he is one of the Bookkeepers 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 "NOTICE OF PUBLIC SALE OF THE PHYSICAL ASSETS OF SAN ANTONIO TRACTION CO." hereto attached has been published in every issue of said newspaper on the following days, to-wit: November 28, December 2nd, and December 4th., 1942.

/s/ A. C. Flood

Sworn to and subscribed before me this December 5th, 1942.

/s/ W. A. Druce

W. A. Druce

Notary Public, Bexar County
Texas.

APPRO. NO. 424

AN ORDINANCE (1922)

APPROPRIATING THE SUM OF \$17.70 IN PAYMENT TO CLERK, SUPREME COURT OF TEXAS, OF COURT COSTS IN THE SUPREME COURT IN CAUSE NO. 8022, STYLED CITY OF SAN ANTONIO, ET AL. VS M. C. JEFFERY, ET AL.

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

1. That the sum of \$17.70 be and the same is hereby appropriated out of the 1942 General Fund- Mayor's Department, in payment to Clerk, Supreme Court of Texas, of court costs in Supreme Court in Cause No. 8022, styled City of San Antonio, et al. vs M. C. Jeffery, et al., as per certified copy of bills of costs on file in the office of the City Auditor.

2. PASSED AND APPROVED this 31st day of December, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods

City Clerk.

APPRO. NO. 425.

AN ORDINANCE (1923)

APPROPRIATING THE SUM OF \$14.25 IN PAYMENT OF COURT COSTS IN 73RD JUDICIAL DISTRICT COURT IN CAUSE NO. B-20457, STYLED CITY OF SAN ANTONIO, VS BEEBE CONSTRUCTION COMPANY.

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

1. That the sum of \$14.25 be and the same is hereby appropriated out of the 1942 General Fund - Judgments & Suits, in payment to District Clerk, Bexar County, Texas, of court Costs in 73rd Judicial District Court in Cause No.B-20457, styled City of San Antonio vs Beebe Construction Co., as per itemized statement of costs on file in the office of the City Auditor, said suit having been dismissed on December 4, 1941

2. PASSED AND APPROVED this 31st day of December, A.D. 1942.

C. K. Quin,

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

APPRO. NO. 426.

AN ORDINANCE (1924)

APPROPRIATING THE SUM OF \$78.00 IN PAYMENT TO ED. STEVES & SON OF JUDGMENT RENDERED IN CAUSE NO. 65303, IN JUSTICE COURT NO. 1, BEXAR COUNTY, TEXAS, STYLED ED. STEVES & SONS VS. L. J. SCHMIDT, ET AL., AND APPROPRIATING THE SUM OF \$4.05 IN PAYMENT OF COURT COSTS IN SAID CAUSE.

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

1. That the sum of \$78.00 be and the same is hereby appropriated out of the 1942 General Fund - Judgments & Suits, in payment to Ed. Steves & Sons in full accord and satisfaction of judgment rendered in Cause No. 65,303, in Justice Court, Precinct No. 1, Bexar County, Texas, styled Ed. Steves & Sons vs L. J. Schmidt, et al., on April 9, 1942.

2. That the sum of \$4.05 be and the same is hereby appropriated out of the 1942 General Fund - Judgments & Suits, in payment to Bat Corrigan, J. P. Precinct No. 1, Bexar County, Texas, of court costs in said Cause No. 65,303, styled Ed. Steves & Sons vs L. J. Schmidt, et al.

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

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

APPROP. NO. 427.

AN ORDINANCE (1925)

APPROPRIATING THE SUM OF \$237.58 IN PAYMENT TO RODGERS AND STEWART, INCORPORATED, FOR REPLACING SIDEWALKS AND DRIVES ON LAMBERT STREET ON ACCOUNT OF CHANGE OF GRADE BY LOWERING THE STREET FOR DRAINAGE PURPOSES.

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

1. That the sum of \$237.58 be and the same is hereby appropriated out of the Street Paving Account in payment to Rodgers and Stewart, Incorporated, for replacing sidewalks and drives on Lambert Street, east of South Flores Street, on account of change of grade by lowering the street for drainage purposes, as per itemized statement on file in the office of the City Auditor.

2. PASSED AND APPROVED this 31st day of December, A.D. 1942.

ATTEST:

J. M. Woods,
City Clerk

C. K. Quin
M A Y O R.

AN ORDINANCE REPEALING CREATING THE DEPARTMENTAL ORGANIZATION

AN ORDINANCE (1926)

REPEALING AN ORDINANCE ENTITLED: "AN ORDINANCE CREATING THE DEPARTMENTAL ORGANIZATION OF THE GOVERNMENT OF THE CITY OF SAN ANTONIO", PASSED AND APPROVED ON THE 1ST DAY OF JUNE, A.D. 1939.

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

1. That an ordinance entitled "AN ORDINANCE CREATING THE DEPARTMENTAL ORGANIZATION OF THE GOVERNMENT OF THE CITY OF SAN ANTONIO", passed and approved on the 1st day of June, A.D. 1939, be and the same is hereby repealed.

2. PASSED AND APPROVED this 31st day of December, A.D. 1942.

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE AMENDING THE LEASE CONTRACT OF CHINESE GARDENS

AN ORDINANCE (1927)

AMENDING PARAGRAPH 2 OF LEASE CONTRACT FOR THE USE OF THE PREMISES KNOWN AS THE CHINESE GARDEN IN BRACKENRIDGE PARK, EXECUTED ON THE 1ST DAY OF AUGUST, A.D. 1942.

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

1. That paragraph 2 of the lease contract, executed on the 1st day of August, A.D. 1942, by and between the City of San Antonio and T. H. Wu, for the use of the premises known as the Chinese Garden in Brackenridge Park, in the City of San Antonio, Bexar County, Texas, be and the same is hereby amended so that the same shall be for a term beginning December 1, 1942 and ending May 31, 1943, on account of the fact that possession was not given and repairs not completed in time for him to begin business operation before December 13, 1942.

2. That rental of \$52.50 per month, as provided in paragraph 8 of said lease contract, shall be payable from and after December 1, 1942.

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

C. K. Quin

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE IMPOSING A TAX ON GROSS INCOME (VICTORY TAX)

AN ORDINANCE (1928)

ADOPTING THE PROVISIONS OF THE REVENUE ACT OF 1942 IMPOSING A LEVY OF 5% ON THE GROSS INCOME OF EVERY INDIVIDUAL DEFINED AS THE VICTORY TAX NET INCOME.

WHEREAS, the Revenue Act of 1942 imposes a levy of 5% on the gross income defined as the victory tax net income of every individual, which is required to be collected at the source by employers; and,

WHEREAS, City employees are subject to the tax and cities are required to withhold such tax and to return and pay over the proceeds thereof to the Federal Government; and,

WHEREAS, the tax attaches to all wages paid as income on or after January 1,

1943, regardless of when they were earned; and,

WHEREAS, deductions, at the option of the employer, may be computed on the amount actually paid at any payroll period or upon the basis of wage bracket withholdings set forth in Section 466 (c) (1) of the Act for any payroll period; NOW, THEREFORE:-

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

Section 1. That beginning with the first semi-monthly payroll on or after January 1, 1943, the City Treasurer and Auditor are hereby authorized and directed to deduct and withhold from the wages or salary paid to each officer or employee of the City the Victory Tax in such an amount as is required by the Revenue Act of 1942 based on the wage bracket withholding authorized under Section 466 (c) (1) of that Act on every payroll.

Section 2. The City Treasurer and Auditor at the time of making up the payroll or immediately thereafter, shall transfer the monies deducted therefrom under the provisions of this ordinance to a separate account in the Frost National Bank of San Antonio, Texas, where they shall be deposited and designated as a "Victory Tax Account, held for the benefit of the Collector of Internal Revenue." The monies accumulated from such withholdings during each quarter of the calendar year shall be paid by the City Treasurer to the United States Collector of Internal Revenue for the District in which this city is located on or before the last day of the month following the close of any such quarter.

Section 3. During the month of January, 1944, and during each January thereafter or when the last payment of wages is made, if employment is terminated before the close of the calendar year, the City Treasurer and Auditor shall furnish to each employee with respect to his employment during the calendar year, a written statement showing the wages for the period covered and the amount of tax withheld and paid in respect to such wages. A copy of this statement for every employee shall be included with the final return for the preceding calendar year to the Collector of Internal Revenue. The City Treasurer and Auditor shall keep such records and make such reports to the Bureau of Internal Revenue of wages paid and the tax collected and paid with respect thereto as that Bureau may require and prescribe.

(a) On or before the 31st day of December, 1942, the City Treasurer and Auditor shall either include on the regular payroll or make a supplementary payroll to include all moneys earned during the year and due and unpaid for the calendar year, and shall pay the respective employees to whom they are due. The first payroll of January following shall be made to include wages or salaries earned in January only.

Section 4. The Taxes to be withheld and collected under this ordinance shall not apply to any taxable year commencing after the date of cessation of hostilities in the present war and the account established for the receiving of the tax funds hereunder shall be closed with the last payment to the Federal Government of the funds withheld. The operation of this ordinance shall terminate at that time or sooner if the victory tax is terminated by Federal action prior to that time.

Section 5. The provisions of all ordinances or parts thereof now in effect relating to payroll procedure of this city inconsistent herewith or with the provisions of the Revenue Act of 1942 relating to the victory tax are to that extent modified.

Section 6. This ordinance is hereby declared to be an emergency measure made necessary for the preservation of the public peace and safety and to meet the requirements of the Revenue Act of 1942 and shall take effect immediately.

PASSED AND APPROVED this the 31st day of December, A.D. 1942.

ATTEST:

J. M. Woods,
City Clerk

C. K. Quin

M A Y O R

AN ORDINANCE (1955)

REPEALING AN ORDINANCE ENTITLED AN ORDINANCE CREATING BACK TAX ATTORNEY OFFICE.

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE CREATING THE POSITION OF BACK TAX ATTORNEY, DEFINING THE QUALIFICATIONS AND DUTIES THEREOF, PROVIDING FOR COMPENSATION THEREFOR AND PROVIDING FOR ASSISTANTS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND DECLARING AN URGENCY", PASSED AND APPROVED BY THE COMMISSIONERS' OF THE CITY OF SAN ANTONIO ON THE 2ND DAY OF AUGUST, A.D. 1929, AND ALL AMENDMENTS THERETO.

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

1. That an ordinance entitled "AN ORDINANCE CREATING THE POSITION OF BACK TAX ATTORNEY, DEFINING THE QUALIFICATIONS AND DUTIES THEREOF, PROVIDING FOR COMPENSATION THEREFOR, AND PROVIDING FOR ASSISTANTS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND DECLARING AN URGENCY", passed and approved by the Commissioners of the City of San Antonio on the 2nd day of August, 1929, and all amendments thereto, be and the same is hereby repealed.

2. That hereafter all matters heretofore handled by the Back Tax Attorney and his department shall be under the direct control and supervision of the City Attorney.

3. PASSED AND APPROVED this 14th day of January, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE APPOINTING MAYOR MAUERMANN.

AN ORDINANCE (1956)

APPOINTING THE HONORABLE GUS B. MAUERMANN AS MAYOR OF THE CITY OF SAN ANTONIO.

WHEREAS, Honorable C. K. Quin has resigned the office of the Mayor of the City of San Antonio; and,

WHEREAS, an ordinance has been passed and approved accepting the resignation of Honorable C. K. Quin as Mayor of the City of San Antonio, thereby causing a vacancy to exist in the office of Mayor of the City of San Antonio; and,

WHEREAS, it is deemed advisable and necessary that some qualified person be appointed to the office of Mayor of the City of San Antonio in order to fill the unexpired term thereof;

NOW, THEREFORE:-

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

That we, Henry F. Hein, Commissioner of Sanitation, Parks and Public Property, Paul E. Steffler, Commissioner of Streets and Public Improvements and P. L. Anderson, Commissioner of Police and Fire, said Commissioners constituting a quorum of the Board of Commissioners of the City of San Antonio, on this the 14th day of January, A.D. 1943, at a regular meeting thereof, do hereby nominate, elect and appoint Honorable Gus B. Mauermann as Mayor of the City of San Antonio in order to fill the vacancy existing therein.

PASSED AND APPROVED this 14th day of January, A.D. 1943.

Henry F. Hein

M A Y O R Pro Tem.

ATTEST:

J. M. Woods,
City Clerk.