

AN ORDINANCE (2275) *OJ-132*

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS, ETC.", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 3RD DAY OF NOVEMBER, A. D. 1938, AS AMENDED, BY ADDING AFTER PARAGRAPH 3.4 OF SECTION 2 OF SAID ORDINANCE, A NEW PARAGRAPH DESIGNATED 3.5; AND DECLARING AN EMERGENCY.

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

1. That Section 2 of an ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS, ETC.", passed and approved by the Commissioners of the City of San Antonio, on the 3rd day of November, A. D. 1938, as amended, be and the same is amended by adding after paragraph 3.4 of said Section 2, the following new paragraph to be designated "3.5", as follows:

"3.5. On and after August 6th, 1940, all of the property designated as Lots Nos. 1,2,3,4,5, and 6, City Block 2022, and Lots 13,14,15,16,17,18,19, and 20, City Block 2045, adjacent to Brazos Street and University Avenue, classified as "B Residential" on Map 10 of the maps mentioned in paragraph 3 next above, shall cease to be classified as "B Residential" and shall thereafter be calssified as "D Apartment"."

2. WHEREAS, considerable building is contemplated in the area above set out and lack of adequate ordinances and provisions controlling the construction and use of buildings and other structures within the City of San Antonio, the lack of regulations regulating the use to which lands and buildings of the City of San Antonio may be devoted, creates an urgency and emergency in behalf of the public peace, health, safety and general welfare necessitating that this ordinance become effective at once upon its passage by a four-fifths (4-5) majority of the Board of Commissioners; and it is so ordered.

3. PASSED AND APPROVED this 29th day of August, A. D. 1940.

Maury Maverick
Mayor

Attest: H. L. Dillashaw
City Clerk

* * * * *

AN ORDINANCE (2327) **OJ-133**

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND RUBIN & CHERRY EXPOSITION, INC., LEASING CERTAIN PROPERTY.

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

1. That this ordinance creates and manifests a lease contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called City, acting by and through its Mayor, and Beckmann & Gerety Shows, of Bexar County, Texas, a subsidiary of Amusement Corporation of America, of Chicago, Illinois, hereinafter called Lessee, as follows:

2. The City leases to the Lessee, for the period commencing on the 6th day of November, A. D. 1940 and ending on the 30th day of April, A. D. 1941, and from month to month thereafter until either gives the other party written notice of the termination of the contract the following described land in the County of Bexar and State of Texas, to-wit:

3. A tract of land in Exposition Park out of Original City Lots 6 and 7 and the "Railroad Reserve" in District 1 of the Ancient City Tract, and out of Survey 15 patented to George W. Paschal, Assignee of Guillermo Nunez, more particularly described as follows: The east stables and an area of about 1.5 acres between it and the East Houston Street road entrance, lying west of the road, and the Fire House.

4. For use as winter quarters of the carnival equipment and personnel of the Lessee.

5. In consideration of this lease the Lessee agrees to pay the City, at the office of the License and Dues Collector of the City of San Antonio, Bexar County, Texas, at which place this contract is performable exclusively, the lump sum of \$250.00 for the primary term herein, the receipt of which is hereby expressly acknowledged, and at the rate of \$75.00 per month for any holdover.

6. The Lessee represents that it has examined the premises, fixtures and appurtenances thereof and they are suitable, safe and sufficient for the purposes for which each is to be used; and if it is necessary to make any changes therein or improvements thereof the Lessee will do each thing necessary there for at its sole expense.

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

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

9. The Lessee covenants that at the termination of this permit, it will yield up the premises to the City of San Antonio without notice further than as herein provided, in as good condition as when the same was entered upon by the Lessee, ordinary wear and tear expected; provided, however, that in the event of the sale of said property by the City and possession is demanded by any purchaser hereof before April 30th, 1941, that Lessee shall immediately give possession of the premises and the pro rata part of said \$250.00 not used

shall be refunded by the City to Lessee. This lease is made subject to the rights of the Texas National Guard by virtue of its contract of record with the City.

10. The Lessee shall pay for the electricity and for the water used on the demised premises.

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

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

13. PASSED AND APPROVED this 12th day of September, A. D. 1940.

Maury Maverick
Mayor

Attest: H. L. Dillashaw
City Clerk

14. The foregoing ordinance, constituting a lease contract, between the City of San Antonio and Beckmann & Gerety Shows, is accepted in all things by the undersigned, this 12th day of September, A. D. 1940.

AMUSEMENT CORPORATION OF AMERICA
BECKMANN AND GERETY SHOWS

By: B. S. Gerety
Secretary

* * * * *

AN ORDINANCE (2328) **OJ-134**

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE LIBERTY PISTOL AND RIFLE CLUB, INC.

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

1. That this ordinance creates and manifests a lease contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called "CITY", acting by and through its Mayor, and the Libert Pistol and Rifle Club, Inc., a corporation domiciled in San Antonio, Texas, hereinafter called "LESSEE", acting by and through its duly authorized President, as follows:

2. That the City grants and Lessee accepts lease on that certain tract of land described as follows:

Beginning at the intersection of the west line of Artesia Road and the St. Hedwig Road, same being the southeast corner of the Exposition Park Tract;

Thence N 4° 57' E along said west line of the Artesia Road 765.5 feet to a point for the southeast corner of this tract of land;

Thence S 89° 47' W along a line parallel to the St. Hedwig Road 564 feet to a point for the southwest corner of this tract, said point being 50 feet eastward from the east line of a tract of land deeded to Texas National Guard;

Thence N 0° 19' W along a line parallel to and 50 feet east of the east line of said Texas National Guard tract, 600 feet to a point for the northwest corner of this tract, also being in the south line of Burnett Street produced;

Thence N 89° 47' E along a line parallel to the St. Hedwig Road and being the south line of Burnett Street produced; 619.4 feet to a point in the west line of the Artesia Road for the northeast corner of this tract;

Thence S 4° 57' W along said west line of the Artesia Road, 602.5 feet to the place of beginning, containing 8.15 acres of land, more or less.

4. For the term beginning September, 1940 and ending September, 1945, the consideration for this lease being the assumption of certain indebtedness as set out on schedule, attached hereto and made a part herof, in the amount of \$183.07, by Lessee who hereby agrees to pay up and liquidate said indebtedness not later than December 31st, 1940, and the other and further obligations contained in the terms and provisions of this contract.

5. Said premises are leased for the purpose of maintaining a pistol and small-bore rifle range, and for all purposes incidental thereto, including concessions.

The City shall, without cost to Lessee, erect the necessary earthen barriers, backstops and embankments of such size ordinarily required for purposes of safety and of such length as to accommodate 40 pistol and 40 small-bore rifle targets.

6. It is mutually agreed and understood that the Police Department of the City of San Antonio, and all members thereof, shall have the right to use said range at any and all reasonable times and that said Police Department shall furnish Lessee a schedule of their practice periods at least two weeks in advance of the date or dates designated for such use.

Lessee shall have the exclusive use of said range at such times as it may hold pistol matches, small-bore rifle matches and other regularly scheduled competitions, Lessee, however, shall give the Police Department of the City of San Antonio at least two weeks' advance notice of such matches and competitions.

The Police Department of the City of San Antonio shall have the exclusive use of said range at such times as it may hold pistol matches, small-bore rifle matches and other regularly scheduled competitions. The Police Department, however, shall give Lessee at least two weeks' advance notice of such matches and competitions.

It is also agreed and understood that the Texas National Guard, Home Guard and the United States Army Reserves and members of the Texas or United States law enforcement bodies shall have the right to use said range, subject to the following conditions:

- a. That such use be at times convenient to Lessee and the Police Department of the City of San Antonio.
- b. That they furnish their own shooting equipment, such as target frames, etc.
- c. That they pay their just and equitable share of the cost of maintenance of said range, same to be agreed upon between themselves and Lessee and confirmed by the City of San Antonio.
- d. That they observe the rules of said range as established by Lessee and the Police Department of the City of San Antonio, which rules shall be for the personal safety of all persons shooting at said range and also for the protection of the physical properties of said range.

7. Officers of the Lessee and the Police Department will cooperate in all matters pertaining to the use of said range and the safety of all parties using same. They shall have equal jurisdiction in the policing of the range and in the enforcement of the rules and regulations that may be adopted by virtue of this agreement. Each, however, shall have exclusive jurisdiction over its own members.

8. Lessee acknowledges that it has examined the property leased and that it is suitable for all purposes for which it is leased, and that it is leased as it is, regardless

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

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

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

Special apparatus and other movable fixtures and property installed by the Lessee for use in securing and operating targets, or for general purposes in and about target ranges, shall be deemed chattels and remain the property of the Lessee, who may remove the same upon the termination of this lease.

11. Lessee agrees to keep the said premises in good repair and condition at all times during said term. Lessee further agrees that he will hold harmless, reimburse and indemnify the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, or in any way growing out of the use, misuse or abuse of the premises herein demised, by the Lessee, agents, servants, employees, members and guests, but the Lessee shall not in any manner be held so liable for the wrongful acts or negligence of members of the Police Department, Texas National Guard, United States Army Reserves or State or United States Government law enforcement officers or trespassers.

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

13. That no assent, expressed or implied, by the City of any breach of Lessee's covenants, promises and/or conditions shall be deemed to be a waiver thereof unless such assent is first given in writing by the City and signed by a duly authorized officer. Any written assent or consent to such a breach of the same or any other covenant, promise and/or condition of this lease contract.

14. It is agreed and understood that Lessee shall not have the right to sub-let said premises, or any portion thereof, without first obtaining the written consent of Lessor.

15. Lessee shall provide and use its own equipment and supplies for shooting, save and except the equipment which constitutes permanent fixtures and is attached to the realty.

16. The Police Department of the City of San Antonio shall provide and use its own equipment and supplies for shooting, save and except the equipment which constitutes permanent fixtures and is attached to the realty.

17. It is agreed and understood that this lease may be cancelled upon 90 days' written notice in advance at any time the City of San Antonio should need or require said

premises for a public purpose.

18. Lessee agrees to post the rules of the range conspicuously so that all shooter shall be in position to see them while using the range. Any person habitually violating such rules may be expelled from the range by Lessor upon recommendation of Lessee.

19. Lessee shall have the exclusive right to mine all the lead from the back stops; and the exclusive right to all brass which is not removed from said range by the owners thereof.

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

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

22. PASSED AND APPROVED this 12th day of September, A. D. 1940.

Maury Maverick
Mayor

Attest: H. L. Dillashaw
City Clerk

23. The foregoing ordinance, constituting a lease contract, between the City of San Antonio and the Liberty Pistol and Rifle Club, Inc., is accepted in all things by the undersigned, this 12th day of September, A. D. 1940.

LIBERTY PISTOL AND RIFLE CLUB, INC.

By: L. L. Cline
President

Attest: H. L. Dillashaw
City Clerk

* * * * *

AN ORDINANCE (2348) **OJ-135**

FIXING THE STATUS AND COMPENSATION OF DISTRICT CHIEF A. L. RATHKE.

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

1. That from and after September 16th, 1940, District Chief A. L. Rathke, of the San Antonio Fire Department, shall receive a monthly salary of \$200.00 per month, of which the City of San Antonio shall pay the sum of \$50.00 per month, through the San Antonio Board of Education, and the balance of same, to-wit: \$150.00 per month, shall be received from the Texas State Board for Vocation Education and the San Antonio Independent School District of the City of San Antonio, said District Chief Rathke being enrolled as a teacher and instructor of vocational education, to-wit; Science of Fire Fighting and Prevention; there is hereby appropriated from the General Fund - Fire Department Account, the sum of \$600.00 to apply on said salary for one year, beginning September 16th, 1940, which appropriation shall be paid at the rate of \$50.00 monthly to said Board of Education for the account of said District Chief Rathke.

2. District Chief Rathke 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. District Chief Rathke shall retain his membership, commission and present rank in said Fire Department, and his status shall be otherwise unchanged.

4. PASSED AND APPROVED this 19th day of September, A. D. 1940.

C. Ray Davis
Mayor Pro Tem

Attest: H. L. Dillashaw
City Clerk

* * * *

AN ORDINANCE (2349) *OJ-136*

CHANGING THE NAME OF ALAMEDA AVENUE TO STADIUM DRIVE.

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

1. That the petition filed by owners of abutting property, to change the name of Alameda Avenue to Stadium Drive, attached hereto and made a part hereof, be and the same is hereby granted;

2. And Alameda Avenue be and the same is hereby changed to Stadium Drive.

3. The City Engineer is directed to change his records, and the City Tax Assessor is directed to change his records to conform to this enactment.

4. PASSED AND APPROVED this 19th day of September, A. D. 1940.

C. Ray Davis
Mayor Pro Tem

Attest: H. L. Dillashaw
City Clerk

* * * *

AN ORDINANCE (2370)*OS-137*

PROHIBITING PARKING OF MOTOR VEHICLES WITHIN LOADING ZONES AND EMERGENCY ZONES ON THE STREETS, WAYS AND ALLEYS OF THE CITY OF SAN ANTONIO, AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF.

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

1. It shall hereafter be unlawful for any person to park, cause to be parked, or permit to be parked any motor vehicle of which he is the owner thereof, or which he has the custody or control thereof, in any loading zone of any of the streets, ways and alleys of the City of San Antonio, within the territorial limits of the City of San Antonio, between the hours from 6 a.m. to 6 p.m. Providing that it shall not be a violation of this ordinance to park a motor vehicle in such loading zone at any hour on Sundays.

2. It shall hereafter be unlawful for any person to park, cause to be parked, or permit to be parked any motor vehicle of which he is the owner thereof, or which he has the custody or control thereof, in any emergency zone of any of the streets, ways and alleys of the City of San Antonio, within the territorial limits of the City of San Antonio.

3. The term "loading zone" as used herein is defined to mean and include any and all places designated heretofore by the Police Department of the City of San Antonio for purposes of loading and unloading from commercial vehicles, and having been painted orange along the curb of such loading zone by said Police Department.

4. The term "emergency zone" as used herein is defined to mean and include any and all places having been designated heretofore as emergency zones by the Police Department of the City of San Antonio and having been painted red along the curb of such emergency zone by said Police Department.

5. All such loading zones and/or emergency zones heretofore designated by the Police Department of the City of San Antonio in the manner above provided are hereby validated

138
and approved as such; and, any and all zones, either loading or emergency and ^{PA} painted along the curb with the specified color as prescribed above are presumed to have been designated and painted as such by said Police Department of the City of San Antonio.

6. Any person violating any part, section or sentence of this ordinance, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in any sum not to exceed Two Hundred (\$200.00) Dollars.

7. If any part, section or sentence of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction it shall not affect the remainder hereof and such remainder shall be in full force and effect.

8. This ordinance shall not be held or construed to repeal any ordinance or ordinances now in force on the same subject matter, but shall be cumulative thereto.

9. The fact that many persons are now indiscriminately parking in loading zones and emergency zones without authority and are creating considerable traffic congestion, all of which is against the interest of the public safety and the welfare, same is declared to be an urgency, and an emergency is created so that this ordinance shall take effect immediately upon its passage by a four-fifths vote majority of the Commissioners of the City of San Antonio.

10. PASSED AND APPROVED this 26th day of September, A. D. 1940.

C. Ray Davis
Mayor Pro Tem

Attest: H. L. Dillashaw
City Clerk

* * * *

AN ORDINANCE (2371) *OJ-138*

AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3.

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

- 1. That the Mayor be and he is hereby authorized to execute the attached contract with the Bexar County Water Control & Improvement District No. 3, pertaining to sanitary sewers in said District.
- 2. PASSED AND APPROVED this 26th day of September, A. D. 1940.

C. Ray Davis
Mayor Pro Tem

Attest: H. L. Dillashaw
City Clerk

* * * *

AN ORDINANCE (2372) *05-139*

AMENDING THE TRAFFIC ORDINANCE BY AMENDING RULE 76 THEREOF, PROVIDING FOR ADDITIONAL SAFETY STOPS AT CERTAIN STREET INTERSECTIONS.

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

- 1. That an ordinance entitled "AN ORDINANCE REGULATING THE GOVERNMENT OF TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO", passed and approved on the 8th day of December, 1921, as amended, be and the same is hereby amended by adding to Rule 76, as follows:
 - 2. "182. West Ashby Place at the intersection of Blanco Road.
 - "183. North Gevers Street at the intersection of Canton Street.
 - "184. East Mulberry Avenue at the intersection of Stadium Drive.
 - "185. South Pecos Street at the intersection of Monterey Street.
 - "186. West Avenue at the intersection of Olmos Drive.
- 3. This ordinance is hereby declared to be of urgent importance for reasons of public welfare apparent therefrom; and it shall take effect from and after the date of its passage.
- 4. PASSED AND APPROVED this 26th day of September, A. D. 1940.

C. Ray Davis
Mayor Pro Tem

Attest: H. L. Dillashaw
City Clerk

* * * *

AN ORDINANCE (2373) - 0J-140

CREATING A COUNCIL-MANAGER COMMITTEE, AND APPOINTING THE MEMBERS THEREOF.

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

The following persons are hereby appointed members of the Council-Manager Committee to-wit:

Harold Keller, Chairman
Stanley Banks
Mrs. R. D. Bell
Leroy Denman
Edward G. Conroy
Leo Brewer
Henry B. Dielmann
H. H. Dietz
Gilbert Lang
Oscar Miller
Howell J. Mueller
Mrs. W. A. Pugh
Brother Gerald Schnepf, S. M.
A. B. Wacker

PASSED AND APPROVED this 26th day of September, A. D. 1940.

C. Ray Davis
Mayor Pro Tem

Attest: H. L. Dillashaw
City Clerk

* * * *

AN ORDINANCE (2378)⁰⁶-141

CREATING THE POSITION OF TRAFFIC ENGINEER OF THE CITY OF SAN ANTONIO, AND APPOINTING VIRDEN A. RITTGERS TO SAME.

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

1. That the office of Traffic Engineer of the City of San Antonio is hereby created, and Virden A. Rittgers is hereby appointed to said position, and shall receive compensation at the monthly salary rate of \$240.00 per month.

2. Said Traffic Engineer shall be under the supervision of the Commissioner of Fire and Police of the City of San Antonio as a non-civil service employee and not a member of the Police Department. His duties shall be to make traffic surveys, supervise the construction and installation of traffic signals and safety devices; and such other and further duties as may be prescribed by the City Commissioners.

3. PASSED AND APPROVED this 1st day of October, A. D. 1940.

Maury Maverick
Mayor

Attest: H. L. Dillashaw
City Clerk

* * * *