

SPECIAL MEETING OF THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

TUESDAY, JUNE 12TH, A. D. 1934, 10:00 A. M.

PRESENT: Honorable C. K. Quin, Mayor, presiding, and Commissioner, Rubiola, Steffler, Wright.
Commissioner Bushick, Absent.

The Clerk read the following call, to-wit:

To The Commissioners of the
City of San Antonio.

San Antonio, Texas.
June 12th, 1934.

Gentlemen:-

I have called you in Special Session this the 12th day of June, A. D. 1934, at 10:00 A. M. for the purpose of submitting for your consideration the following to-wit:

- (1) AN ORDINANCE MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3, AND THE CITY OF SAN ANTONIO TO HANDLE THE SEWAGE OF SAID DISTRICT.
- (2) AN ORDINANCE MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AND THE CITY OF SAN ANTONIO TO HANDLE THE SEWAGE OF SAID DISTRICT.
- (3) RESOLUTION CITY CLERK TO ADVERTISE FOR BIDS FOR WINBURN FIELD.

Respectfully, C. K. Quin.
Mayor.

Commissioner Steffler, introduced the following ordinance, which was read and passed and approved, by the following vote on roll call, to-wit; Ayes, Quin, Rubiola, Steffler, Wright. Nays, Bushick. Absent.

AN ORDINANCE *MM-316*

MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3 AND THE CITY OF SAN ANTONIO TO HANDLE THE SEWAGE OF SAID DISTRICT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO; and,

BE IT RESOLVED BY THE DIRECTORS OF THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3:-

1. That this instrument creates and manifest a contract between the City of San Antonio, County of Bexar and State of Texas, hereinafter called CITY, and the Bexar County Water control and Improvement District No. 3, hereinafter called DISTRICT, of the County of Bexar and State of Texas, in words and figures as follows:-

2. The City of San Antonio will take the sanitary sewage of the Bexar County Water Control and Improvement District No. 3 for a term of 30 years at the point where the sewerage line of the District enters the property of the City and transport the sewage through the sewerage system of the City and treat it for disposal with the sewage of the City.

3. The District obligates itself to pay the City for this service at the office of its License and Dues Collector for the term of 30 years, at the rate of \$20.00 for each million gallons of sewage put into the city sewerage system at the point of connection; payments to be made on the 1st day of October and the 1st day of April of each year during the term of this contract.

4. The District will put a meter with its equipment and appurtenances, approved by the City Engineer of the City, at the point of connection, to measure the quantity of sewage delivered to the City.

5. The District conveys to the City the fee simple title to the sewer line and its appur-

tenances, built by the District on property of the City or within the limits of the City.

6. The rights granted to the District under this contract are limited to the territorial limits of the District as of the time of the execution of this contract, and the rights are limited to the contracting parties and no other person shall have any right herein, or based hereon.

7. The District will maintain careful inspection of its sanitary sewerage system and will stop the flow of any water, oil, acid or any other thing detrimental to the sewage system of the City, or which might impair the function of the sewage treatment plant of the City; and maintain the sewerage system in good condition continuously.

8. The District shall require service connections and the installation of house piping after the execution of this contract, to be made in conformity with the Ordinances of the City, and shall pay the City the fees for the inspection and approval thereof by the City Plumbing Inspector.

9. The District shall file with the City a contour map and a plat of its sewerage system showing all mains and connections and the size thereof, and shall keep the same accurately up to date.

10. The City shall never be liable to the District for pecuniary damages for failure to take the sewage of the District into the sewerage system of the City and the right for such action is waived as a part of the consideration of this contract.

11. The District shall levy annually and collect a tax or an assessment to pay the City the consideration specified in this contract, and the District shall appropriate annually for each fiscal year the money to pay the rental as it accrues, and such rental is hereby fixed and declared a current expense of the District for each year.

12. The District covenants to indemnify and save the City whole and harmless from any costs, expense, demands or causes of action, real or asserted, or for any damage to any person or property, caused by anything under this contract; and, before this contract shall be in force, the District shall deliver a bond of \$2500.00 to the City, with one surety who shall be a corporation authorized to do business in Texas, to guarantee the City against the failure of the District to pay the rate stipulated in this contract. On the failure of the District to keep this bond in force during the term of this contract, if such bond can be had, or, on its failure to perform its obligations of this contract, this contract shall end as to its rights as if by expiration of the term.

13. This contract shall become effective upon the adoption of the governing bodies of the contracting parties; and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superseded expressly by this contract and shall be null and void.

14. This writing constitutes the entire contract between the parties hereto, there being no other written nor any parol agreement with any officer or employes of the City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

15. PASSED AND APPROVED by the City of San Antonio, on the 12th day of June, A. D. 1934.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor of San Antonio.

(SEAL)

16. ADOPTED by the Directors of the Bexar County Water Control and Improvement District No. 3, on this the 20th day of July, A. D. 1934.

ATTEST: Harry M. Smith.
Secretary of the District.

Arthur M. Scholz.
President of the Board of Directors
of the Bexar County Water Control
and Improvement District No. 3.

(SEAL)

BOND

STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:-

1. That we, the Bexar County Water Control and Improvement District No. 3, as principal and The Fidelity and Casualty Company of New York, as surety, are held and firmly bound to the City of San Antonio in the full and just sum of \$2500.00 lawful money of the United States for the payment of which, well and truly to be made, the said principal and surety, jointly and severally, bind ourselves, our successors and assigns:

2. On the condition that the above bounden principal has entered into a contract of the date of June 12th, 1934, in which the said principal obligates itself to do and perform certain things, and to keep certain covenants, terms and stipulations of the said contract, concerning the connection with and the use of the sanitary sewerage system of the City of San Antonio, and to pay the City at the rate of \$20.00 for each million gallons of sewerage put into the sewerage system of the City, all of which appears in said contract, NOW,

3. THEREFORE, if the above bounden principal shall pay the City the rate stipulated therein, then this obligation shall become null and void; but otherwise, it shall be in full force and effect.

4 It is further understood and agreed that the City of San Antonio will give the surety immediate written notice of failure on the part of the principal to pay for the services rendered as outlined in Paragraph No. 3 of the said contract. If notice is not given by the City within fifteen (15) days after the last payment becomes due and payable, then this obligation to be null and void as to any future liability accruing after the last payment date.

5. Without prejudice to the rights of the City of San Antonio as respects anything that may occur during the period that the bond is in force, the surety may cancel this bond at any time by a written notice stating when the cancellation takes effect, served on the City of San Antonio at least thirty (30) days prior to the date that the cancellation takes effect. The City of San Antonio may cancel this bond by like notice to the Surety.

6. The term of this bond begins on the 31st of December, 1934, 1934, and continues in force until, terminated or cancelled as hereinabove provided.

IN TESTIMONY WHEREOF, the principal has set hereunto the signature of its President of the Board of Directors and its seal, and the said surety has caused these presents to be executed by its duly authorized representative, and its corporate seal to be hereunto affixed, on this the 20th day of July, A. D. 1934.

ATTEST:

Harry M. Smith
Secretary of the District.

(SEAL)

(SEAL)

BEXAR COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 3.

BY: Arthur M. Scholz.
President of the Board of Directors.
Principal.

THE FIDELITY AND CASUALTY COMPANY OF NEW
YORK.

BY Ed. J. Frazer.
Attorney.
SURETY.

Commissioner Steffler, introduced the following ordinance which was read and passed and approved by the following vote on roll call, to-wit; Ayes, Quin, Rubiola, Steffler, Wright. Nays, Bushick
Absent.

AN ORDINANCE *MM-317*

MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AND THE CITY OF SAN ANTONIO TO HANDLE THE SEWAGE OF SAID DISTRICT.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, and,

BE IT RESOLVED BY THE DIRECTORS OF THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 1:-

1. That this instrument creates and manifests a contract between the City of San Antonio, County of Bexar and State of Texas, hereinafter called CITY, and the Bexar County Water Control and Improvement District No. 1, hereinafter called DISTRICT, of the County of Bexar and State of Texas, in words and figures as follows:-
2. The City of San Antonio will take the sanitary sewage of the Bexar County Water Control and Improvement District No. 1, for a term of 30 years at the point where the sewerage line of the District enters the property of the City and transport the sewage through the sewerage system of the City and treat it for disposal with the sewage of the City.
3. The District obligates itself to pay the City for this service at the office of its License and Dues Collector for the term of 30 years, at the rate of \$20.00 per each million gallons of sewage put into the city sewerage system at the point of connection; payments to be made on the 1st day of October and the 1st day of April of each year during the term of this contract.
4. The District will put a meter with its equipment and appurtenances, approved by the City Engineer of the City, at the point of connection, to measure the quantity of sewage delivered to the City.
5. The District conveys to the City the fee simple title to the sewer line and its appurtenances, built by the District on property of the City or within the limits of the City.
6. The rights granted to the District under this contract are limited to the territorial limits of the District as of the time of the execution of this contract, and the rights are limited to the contracting parties and no other person shall have any right herein, or based hereon.
7. The District will maintain careful inspection of its sanitary sewerage system and will stop the flow of any water, oil, acid or any other ^{thing} detrimental to the sewerage system of the City, or which might impair the function of the sewage treatment plant of the City; and maintain the sewerage system in good condition continuously.
8. The District shall require service connections and the installation of house piping after the execution of this contract, to be made in conformity with the Ordinances of the City, and shall pay the City the fees for the inspection and approval thereof by the City Plumbing Inspector.
9. The District shall file with the City a contour map and a plat of its sewerage system showing all mains and connections and the size thereof, and shall keep the same accurately up to date.
10. The City shall never be liable to the District for pecuniary damages for failure to take the sewage of the District into the sewerage system of the City and the right for such action is waived as a part of the consideration of this contract.
11. The District shall levy annually and collect a tax or an assessment to pay the City the consideration specified in this contract, and the District shall appropriate annually for each fiscal year the money to pay the rental as it accrues. and such rental is hereby fixed and declared a current expense of the District for each year.
12. The District covenants to indemnify and save the City whole and harmless from any costs, expense, demands or causes of action, real or asserted, or for any damage to any person or property, caused by anything under this contract; and, before this contract shall be in force, the District shall deliver a bond of \$2500.00 to the City, with one surety who shall be a corporation authorized to do business in Texas, to guarantee the City against the failure of the

District to pay the rate stipulated in this contract. On the failure of the District to keep this bond in force during the term of this contract, if such bond can be had, or, on its failure to perform its obligations of this contract, this contract shall end as to the rights as if by expiration of the term.

13. This contract shall become effective upon the adoption of the governing bodies of the contracting parties and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superseded expressly by this contract and shall be null and void.

14. This writing constitutes the entire contract between the parties hereto, there being no other written nor any parol agreement with any officer or employee of the City of San Antonio, it being understood that the Charter of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

15. PASSED AND APPROVED by the City of San Antonio, on the 12th day of June, A. D. 1934.

C. K. Quin.
Mayor of San Antonio.

ATTEST: Jas. Simpson,
City Clerk.

(SEAL)

16. ADOPTED by the Directors of the Bexar County Water Control and Improvement District No. 1, on this the 129th day of June, A. D. 1934.

J. C. Hall
Chairman of the Board of Directors
of the Bexar County Water Control
and Improvement District No. 1.

ATTEST: Henry M. Hart
Secretary of the District.

(SEAL)

BOND

STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:-

1. That we, the Bexar County Water Control and Improvement District No. 1, as principal and the Fidelity and Casualty Company of New York, as surety, are held and firmly bound to the City of San Antonio in the full and just sum of \$2500.00 lawful money of the United States for the payment of which, well and truly to be made, the said principal and surety, jointly and severally, bind ourselves, our successors and assigns:

2. On the condition that the above bounden principal has entered into a contract of the date of June 12th, 1934, in which the said principal obligated itself to do and perform certain things, and to keep certain covenants and stipulations of the said contract, concerning the connection with and the use of the sanitary sewerage system of the City of San Antonio, and to pay the City at the rate of \$20.00 for each million gallons of sewerage put into the sewerage system of the City, all of which appears in said contract, NOW,

3. THEREFORE, if the above bounden principal shall pay the City the rate stipulated therein, then this obligation shall become null and void; but otherwise, it shall be in full force and effect.

4. It is further understood and agreed that the City of San Antonio will give the surety immediate written notice of failure on the part of the principal to pay for the services rendered as outlined in Paragraph No. 3, of the said contract, if notice is not given by the City within fifteen (15) days after the last payment becomes due and payable, then this obligation to be null and void as to any future liability accruing after the last payment date.

5. Without prejudice to the rights of the City of San Antonio as respects anything that may occur during the period that the bond is in force, the surety may cancel this bond at any

time by a written notice stating when the cancellation takes effect, served on the City of San Antonio at least thirty (30) days prior to the date that the cancellation takes effect. The City of San Antonio may cancel this bond by like notice to the Surety.

6. The term of this bond begins on the 31st of December, 1934, and continues in force until terminate or cancelled as hereinabove provided.

7. IN TESTIMONY WHEREOF, the principal has set hereunto the signature of its Chairman of the Board of Directors and its seal, and the said surety has caused these presents to be executed by its duly authorized representative, and its corporate seal to be hereunto affixed, on this the 12th day of July, A. D. 1934.

BEXAR COUNTY WATER CONTROL AND
AND IMPROVEMENT DISTRICT NO. 1.

ATTEST: Henry M. Hart
Secretary of the District.

(SEAL)

(SEAL)

BY: J. C. Hall
Chairman of the Board of
Directors.
Principal.

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK.

BY: Ed. J. Frazer
Attorney
SURETY.

Commissioner Wright, introduced the following resolution, which was on his motion adopted by unanimous vote of the Commissioners.

RESOLUTION

DIRECTING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE LEASE OF WINBURN FIELD AS AN AIRPORT.

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

1. That the City Clerk is hereby directed to advertise, for the time and in the manner provided by law, for sealed bids for the lease for a term of 1 year of that tract of land and the fixtures and appurtenances, being about 200 acres out of the Southeast part of land owned by the City between Corpus Christi Road, Mission Road and Adhley Road, generally known as Winburn Field, for the operation of an airport by the tenant.

2. A cashier's check for \$100.00 payable unconditionally to the City of San Antonio shall be filed with each bid to insure the execution of the contract by the bidder; and, in the case of the failure or refusal of the bidder to execute the contract within 10 days after the award thereof, the title to the cashier's check shall automatically pass to the City of San Antonio as liquidated damages.

3. A copy of the lease contract under which this land shall be leased and under which the airport shall be conducted is on file in the office of the City Clerk of the City of San Antonio and may be inspected at any time by prospective bidders, and any bid which does not provide for the unqualified acceptance of the terms and conditions of said contract shall be deemed irregular and shall not be considered by the Commissioners.

4. Bids shall be opened on the 21 day of June, A. D. 1934, at 10:00 o'clock A. M. in the Council Chamber of the City of San Antonio.

5. The City reserves the right to reject any and all bids.

6. Notice shall be given by the publication of this resolution in the official advertising organ of the City of San Antonio.

7. PASSED AND APPROVED this 12 day of June, A. D. 1934.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

On motion, duly seconded and carried, the meeting adjourned.

APPROVED *H. J. Quinn*
MAYOR.

ATTEST: *Jas. Simpson*
CITY CLERK.