

05-290

## AN ORDINANCE (407)

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

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

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Commissioners of the City of San Antonio on the 19th day of June, A.D. 1941, be and the same is hereby in all things repealed.

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

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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05-291

## AN ORDINANCE (430)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Lessee and Sub-tenant agree to keep the said premises in good repair and condition at all times during said term. Sub-tenant further agrees that he will hold harmless, reimburse and indemnify the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, or in any way growing out of the use, misuse or abuse of the premises herein demised. This agreement shall be binding on the Lessee, its successors and assigns, agents, servants and employees.

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

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

15. Lessee and Sub-tenant agree that in the event of a sale of said premises by the City of San Antonio to any person, firm or corporation, or in the event the City desires to use said premises for any public purpose, other than driving range, the City may cancel this agreement by giving 60 days advance notice in writing to the Lessee and Sub-tenant; provided, that in time of public calamity or emergency in connection with any flood, the City may immediately take possession for such purposes of flood control as it may deem necessary, and the rental thereof shall be abated for such period. The Lessee and Sub-tenant may cancel this agreement by giving 60 days advance notice in writing to the City.

16. If Lessee or Sub-tenant shall neglect or fail to pay the said rental or any installment thereof on the due date as provided for herein, the City may at its option, cancel this agreement and terminate this lease; further provided that if the Lessee, or its representatives, shall neglect or fail to perform and observe any covenant, promise, condition or obligation herein, which on the Lessee's part is to be performed and/or observed, or if its leasehold estate shall be taken on execution, or if Lessee shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of his creditors; then in such case the City, or those handling its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises or any part thereof, in the name of the whole and repossess the same as of its former estate, and expell the Lessee and those claiming under it and remove its effects, forcibly, if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Lessee's covenants, promises and/or conditions herein contained, and without to answer to the Lessee, or those holding under it, for damages of any nature resulting therefrom. All rights of the City repossession given under this paragraph shall also apply to the first provision of this paragraph, to-wit: The option of the City to terminate this lease and repossess said premises in event of Lessee's failure to pay the rental or any installment thereof.

17. 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 required that all contracts with the City to be in writing and voted by ordinance.

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

19. PASSED AND APPROVED this 4th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

20. The foregoing ordinance, constituted a lease contract, between the City of San Antonio, and the San Antonio Junior Chamber of Commerce, is accepted in all things by the undersigned this        day of September, A.D. 1941.

SAN ANTONIO JUNIOR CHAMBER OF COMMERCE,

ATTEST:

By

President.

Secretary.

21. Sol West signs this instrument for the purpose hereinabove described, and obligates himself for all purposes as the Sub-tenant.

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Sub-tenant.

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05-292

AN ORDINANCE (431) (1)

REGULATING AND LICENSING BOATS ON THE SAN ANTONIO RIVER; LICENSING BOATMEN; CREATING THE OFFICE OF INSPECTOR OF BOATS OF THE CITY OF THE CITY OF SAN ANTONIO, AND PRESCRIBING HIS DUTIES; PROVIDING A PENALTY; PROVIDING FOR THE METHOD OF PROSECUTING INDIVIDUALS AND OTHERS FOR VIOLATING THIS ACT; ADOPTING THE NECESSARY PROVISIONS INCIDENT TO THE OBJECT AND PURPOSE OF THIS ACT WHETHER MENTIONED IN DETAIL IN THE CAPTION OR NOT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND CONTAINING A SAVING CLAUSE.

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

## SECTION 1. DEFINITIONS.

- (a) The term "CITY" as used in this ordinance shall mean the City of San Antonio, Texas.
- (b) The term "RIVER" as used in this ordinance shall mean and include that portion or section of the San Antonio River within the corporate limits of the City of San Antonio from a point directly north of and back of the Municipal Auditorium to a point directly north of and back of the Plaza Hotel, commonly known as the Beautified Section of the San Antonio River.
- (c) The term "BOATS" as used in this ordinance shall mean and include any and all floating craft of all sorts and sizes, and regardless of the manner of which the same are propelled, used for transportation of passengers for hire on or over the San Antonio River, irrespective of whether such hire be on the basis of time or trip.
- (d) The term "PERSON" shall include both singular and plural and shall mean and embrace any individual, firm, corporation, association, partnership or society and their agents, servants or employees.
- (e) The Term "OWNER" as used in this ordinance shall mean any individual, firm, corporation, association, partnership or society which has the control, direction, maintenance and the benefit of the collection of revenue derived from the operation of boats for hire on or over the San Antonio River of the City of San Antonio, whether an owner or otherwise, except "boatman" as hereinafter defined.
- (f) The term "BOATMAN" shall mean and include every person, in actual charge of the operation of a boat as herein defined, whether an owner or agent, servant or employee of the "owner", as herein defined.

## SECTION 2. INSPECTOR OF BOATS.

- (a) That said boats shall be under the supervision of an officer to be known as Inspector of Boats of the City of San Antonio, who shall be recommended by the Commissioner of Sanitation, Parks and Public Property and elected by the Mayor and Commissioners of the City of San Antonio. That said Inspector of Boats shall receive such salary as the Board of Commissioners of the City of San Antonio may provide, payable semi-monthly during the period of his appointment; PROVIDED that the City may impose the duties herein prescribed upon such officer as they see fit already in the employ of the City.
- (b) There shall be such Deputy Inspectors of Boats as the Commissioner of Sanitation, Parks and Public Property may appoint, and receive such compensation as the Board of Commissioners may provide, payable semi-monthly during the period of appointment.

## SECTION 3. DUTIES OF INSPECTOR OF BOATS.

(a) It shall be the duty of said Inspector of Boats, as soon after his appointment and qualification for office as possible, and of him and his successors in office, to receive from owners applications for permit to operate boats, and to receive applications for boatman license, conduct hearings thereon, from time to time inspect the operations of boats on the River, and to perform such other and further duties as may be required of him in connection with said boat business.

(b) It shall be the duty of the Inspector of Boats to inspect every licensed boat licensed under the provisions of this Ordinance at least once every two months for the purpose of determining whether such boat is in a safe condition to be operated as such; and upon the Inspector of Boats notifying the owner of such boat of such desired inspection said owner of such boat shall submit said craft to said Inspector for inspection at the time and place specified by said Inspector. If said Inspector of Boats finds it to be in a safe condition, he shall paste a paper seal of a type and design adopted by the said Inspector of Boats on some portion of said boat stating the date said boat was inspected, and that said boat was approved by said Inspector. No boat shall be operated on the River without the approval seal of the Inspector of Boats being attached thereto. If said Inspector of Boats finds that said boat is in a defective condition and is unsafe to be used as such, he shall order said boat not to be used on the River until said defect is remedied. After the owner of said boat has remedied said defect he shall again offer same for inspection, and if said Inspector of Boats shall find said boat to be safe for public use, he shall approve same as hereinbefore provided. If said boat is still in a defective condition he shall order the same to be not used until same passes the inspection of said Inspector. No additional fee for said inspection shall be charged. No boat found to be unsafe by the Inspector of Boats shall be operated on the River. Nothing herein, however, shall prevent said Inspector of Boats from inspecting any boat at any reasonable time he sees fit, and upon finding it to be in a defective condition shall order its use as a boat discontinued until same is approved. A complete record shall be kept by said Inspector of all inspections made by him.

(c) Should the Inspector of Boats find any boat in a defective condition and shall order its use discontinued, the owner of such boat shall have the right to appeal to the Board of Commissioners of the City of San Antonio within ten (10) days from the date of said finding and order, and said appeal shall be perfected by a letter addressed to the Honorable Mayor and Commissioners of the City of San Antonio stating an appeal from the ruling and order of the Inspector of Boats is desired to the Board of Commissioners as a whole. If an appeal from said decision of the Inspector of Boats is perfected as herein provided, the said decision of the Inspector of Boats shall be suspended until passed upon by the Board of Commissioners. Upon receiving such appeal the Board of Commissioners as soon as practicable thereafter, shall hear such appeal, and shall either sustain, modify or reverse the decision of the Inspector of Boats, and shall forthwith certify its decision to the Inspector of Boats and to the owner of such boats for observance. If no appeal is taken from the decision of the Inspector of Boats, in the time as provided herein, the said decision of the Inspector of Boats shall be final.

(d) Where any duty is placed upon the Inspector of Boats of the City of San Antonio under this or any other ordinance of the City of San Antonio, the same may be performed by any qualified Deputy Inspector of Boats.

## SECTION 4. LICENSES.

(a) It shall be unlawful for any person to operate, or cause to be operated, any boat upon or over the River unless there has been obtained by the owner of and for such boat,

and existing in full force and effect a license duly issued by the License and Dues Collector of the City of San Antonio as hereinafter provided.

(b) No license to operate boats shall be issued by the License and Dues Collector of the City of San Antonio until the Inspector of Boats of the City of San Antonio shall, after a hearing duly had, declare by certificate that the public convenience and necessity require the proposed boat service for which application for license is made.

(c) In determining whether public convenience and necessity require the licensing of such boats for which application may be made, the Inspector of Boats shall take into consideration whether the demands for public convenience and necessity require such proposed or such additional boat service on the San Antonio River within the corporate limits of the City of San Antonio; the financial responsibility of the applicant; the number, kind, type and ownership of equipment, and the color scheme to be used by applicant; the increased traffic congestion on the River which may result, and whether the safe use of the River by the Public will be unduly endangered by the granting of such additional license; and such other relevant facts as the Board of Commissioners of the City of San Antonio may deem advisable or necessary, which may throw light on the public necessity and convenience.

(d) Any applicant for boat license under the provisions of this Section, shall make proper application therefor on blanks to be furnished by the Inspector of Boats, and immediately upon filing of such application with the Inspector of Boats, said Inspector shall cause a notice to be published in one of the daily newspapers of the City of San Antonio, the cost of publishing such notice shall be advanced in full by the applicant, and said notice shall state that application has been filed for a boat license, setting forth the name of the applicant, kind of boats, and ownership of same, and all other pertinent data set forth in said application which the Board of Commissioners of the City of San Antonio may deem necessary, and said publication shall constitute a notice to all holders of the existing boat licenses that a public hearing will be held by the Inspector of Boats at a public place in the City of San Antonio, Texas, to be designated by the said Inspector of Boats in said notice, and at a designated time given in said notice, said designated time shall not be less than five (5) days nor more than fifteen (15) days after the date of the first publication of said notice, and said notice to be published for three (3) successive days. All holders of boat licenses or any other citizen shall thereupon be entitled to file any complaints or protests that said party may see fit. In all such hearings the burden of proof shall be upon the applicant to establish by clear, cogent and convincing evidence that the public convenience and necessity require such operation of the boat or boats for which said application has been made.

(e) If the Inspector of Boats finds from his investigations and hearing that the public convenience and necessity justify the operation of the boat or boats for which said license is desired, he shall notify the applicant of his finding, and within five (5) days thereafter the applicant shall furnish to the Inspector of Boats any and all relevant information which may be required by the Board of Commissioners of the City of San Antonio; and if the Inspector of Boats then finds that the applicant is the owner of the boat or boats for which license is desired, as the term "owner" is defined in this Ordinance, he shall require of such applicant a policy of insurance, as hereinafter provided; and if shall further find that such policy of insurance, has been filed or deposited, and approved as hereinafter provided for, and such boat or boats comply with and the applicant has complied with all relevant ordinances of the City of San Antonio, and all of the rules and regulations established to more effectively carry out the purpose and intent of this Ordinance, he shall issue his written certificate to the License and Dues Collector certifying that the public convenience and necessity require the operation of said boat or boats, or any less number thereof which the

applicant desires and proposes to operate, and that said applicant is entitled to have said boat or boats licensed as boats for hire upon complying with all other provisions of this Ordinance.

(f) If the Inspector of Boats finds from such investigation and hearing that the public convenience and necessity do not justify the operation of the boat or boats for which license is desired, he shall forthwith notify the applicant of said finding.

(g) After the Inspector of Boats has made his finding and has declared the same, either the applicant for said license or the opponent or opponents of said application shall have the right to appeal to the Board of Commissioners of the City of San Antonio within ten (10) days from the date of such finding, and said appeal shall be perfected by a letter addressed to the Honorable Mayor and Commissioners of the City of San Antonio stating that an appeal from the decision of the Inspector of Boats is desired to the Board of Commissioners of the City of San Antonio as a whole. The Board of Commissioners as soon as practicable after receiving said notice of appeal from the finding of the Inspector of Boats, shall grant the said appellant or appellants a hearing, and after the hearing of said appeal shall modify, sustain or reverse the finding made by the Inspector of Boats, and shall forthwith certify its decision to the Inspector of Boats and to the applicant for observance. If no appeal is taken from the finding made by the Inspector of Boats within the time provided herein, the decision of the Inspector of Boats shall be final.

(h) Upon complaint against a licensee filed by any person with the Inspector of Boats, or upon his own motion, charging violation of any of the terms of this Ordinance, or any Ordinances of the City of San Antonio or laws of the State of Texas, regulating boats, the Inspector of Boats after giving five (5) days notice of the ground of said complaint to such licensee against whom complaint is made, may hear evidence with reference to such complaint, and after such hearing the Inspector of Boats may revoke or suspend the license of such owner for good cause shown.

(i) After the Inspector of Boats has heard the complaint for the revocation or suspension of the license of any owner of a boat, he shall make his findings and declare the same, and either the owner of such boat or the complainant shall have the right to appeal to the Board of Commissioners of the City of San Antonio within ten (10) days from date of said finding, and said appeal shall be perfected by a letter addressed to the Honorable Mayor and Commissioners of the City of San Antonio stating that an appeal from the ruling of the Inspector of Boats is desired to the Board of Commissioners as a whole. If an appeal from the decision of the Inspector of Boats is perfected as herein provided, the said decision of the Inspector of Boats shall be suspended until passed upon by the Board of Commissioners. Upon receiving such appeal, the Board of Commissioners as soon as practicable thereafter, shall hear such appeal, and shall either sustain, modify or reverse the decision of the Inspector of Boats, and shall forthwith certify its decision to the Inspector of Boats and to the licensee for observance. If no appeal is taken from the ruling of the Inspector of Boats in the time as provided herein, the said ruling of the Inspector of Boats shall be final.

#### SECTION 5. PUBLIC LIABILITY INSURANCE.

(a) Before any license shall be issued to any owner of boat hereinbefore defined, or before any renewal of licenses shall be granted, the owner shall be required to file with the City Clerk of the City of San Antonio, and thereafter keep in full force and effect, a policy of public liability insurance approved by the Mayor of the City of San Antonio, executed by an insurance company duly authorized to do business in the State of Texas, and performable in Bexar County, Texas, insuring the public against any loss or damage which may result to any person or property from the operation of such boat or boats, provided the maximum amount of

recovery in such policy of insurance specified shall not be less than the following sums, to-wit:

For the injury to any one or more persons or  
the death of any one or more persons in any  
one accident, . . . . . \$1,500.00

For the injury or destruction of property in  
any one accident, . . . . . \$ 500.00

(b) The above required public liability insurance shall be for the protection of the passengers in said boats and for the public but shall not cover personal injuries sustained by the agents, servants or employees of the person so furnishing such insurance.

(c) All policies of public liability insurance shall contain a provision for a continuing liability thereon up to the full amount thereof, notwithstanding any recovery thereon.

(d) In the event of the return unsatisfied of any execution issued on any final judgment, or on any judgment from which an appeal may be taken without bond, rendered against any such person, firm, corporation, association, partnership or society in any suit for damages on account of injury to person or property occasioned by the operation of any such boat, such person, firm, corporation, association, partnership or society within ten (10) days after the return of such execution unsatisfied, provided said judgment is still unpaid, shall increase the amount of their insurance by the amount of such judgment, and failing to do so shall forthwith cease the operation of boats on the River until such additional insurance is deposited, or such judgment is paid.

(e) In the event that the Inspector of Boats of the City of San Antonio shall at any time determine that any assurance given by any licensee has become impaired so as to afford less protection to the public than when originally filed, other than as stipulated and provided for in paragraph (d) hereof, he may require new or additional public liability insurance so as to bring the protection of said assurance to its original amount, after a hearing duly had after three (3) days notice given a licensee; and the licensee shall within five (5) days after receiving written notice of such requirement provide the required new or additional public liability insurance; failing which, the license of said licensee shall automatically terminate.

(f) Should the Inspector of Boats determine that any assurance given has become impaired and requires new or additional insurance, and gives notice as provided in paragraph (e) hereof, the licensee shall have the right to appeal to the Board of Commissioners of the City of San Antonio within five (5) days from the date of said notice of finding and requirement, and said appeal shall be perfected by a letter addressed to the Honorable Mayor and Commissioners of the City of San Antonio stating that an appeal from the finding and requirement of the Inspector of Boats is desired to the Board of Commissioners as a whole. If an appeal from said decision of the Inspector of Boats is perfected as herein provided, the said decision of the Inspector of Boats shall be suspended until passed upon by the Board of Commissioners. Upon receiving such appeal the Board of Commissioners as soon as practicable thereafter, shall hear such appeal, and shall either sustain, modify or reverse the decision of the Inspector of Boats, and shall forthwith certify its decision to the Inspector of Boats and to the licensee for observance. If no appeal is taken from said decision and requirement of the Inspector of Boats in the time as provided herein, the said decision and requirement of the Inspector of Boats shall be final.

(g) In the event that any insurer may desire to be released from any insurance policy, it may give written notice of such desire to the Inspector of Boats at least ten (10) days before it desires its liability released, and the Inspector of Boats shall thereupon give notice by personal delivery or by mail to any such licensee, and demand that said licensee fur-

nigh new assurance by the expiration of the ten-day period above provided for, and shall discharge such first insurer from any liability which shall accrue after the time of approval of such new policy that said licensee may file, or shall discharge such first insurer after the expiration of said ten-day period.

(h) And, provided, further, in the event any insurance policy be so cancelled upon the request of the insurer, and no new insurance policy is filed by said licensee before the cancellation of said original assurance, then the license to operate boats granted to said licensee shall be automatically revoked.

(i) And, provided, further, that in the event any insurance policy is cancelled for any reason whatsoever, then, and in that event, written notice of any and all claims for damages on account of death or injuries to person or property must be given to the insurer and to the City Clerk of the City of San Antonio within 91 days after the date of such cancellation, and failure to give such notice within said time shall invalidate any claim or claims against said insurer.

(j) And, provided, further, that neither said City nor any officer thereof shall be held liable for the pecuniary responsibility or solvency of any such insurer, or in any manner become liable for any sum on account of any such claim or act or omission relating to any such boat, nor shall the liability of the owner of such boat be in any manner limited or changed in connection with this Ordinance or such license or assurance, but the judgment creditors having causes of action secured thereby shall be authorized to sue directly on such policy of insurance without impleading the City of San Antonio; and all persons known to any insurer to have been injured or damaged in the same accident and claiming damages thereunder may be parties without priority of claim on payment in any suit had or instituted on account of such matters.

#### SECTION 6. LICENSE AND DUES COLLECTOR.

(a) After the Inspector of Boats has issued certificates to the License and Dues Collector of the City of San Antonio as provided for in Section 4, paragraph (e) of this Ordinance, and before any license or renewal of license, to operate a boat shall be issued, the License and Dues Collector shall examine the Tax Records of the City of San Antonio, and ascertain whether or not the ad valorem taxes assessed by the City of San Antonio against the boat or boats and other equipment to be used in the business of the applicant have been fully paid. If said ad valorem taxes have not been paid, said License and Dues Collector shall refuse to issue the applicant such License or renewal thereof until all of said ad valorem taxes have been paid. If said ad valorem taxes have been paid said License and Dues Collector shall issue to said applicant for license a license or renewal thereof for each and every boat as shown by the certificate as provided for in Section 4, paragraph (e) of this Ordinance filed with him by the Inspector of Boats to operate such boat or boats on the River, upon payment by said applicant of the license and inspection fee hereinafter provided for. In no event shall a license, certificate or metal tag be issued without a certificate of public convenience and necessity having been issued for same by the Inspector of Boats, and if any license is issued without said certificate said license shall be void and of no effect.

(b) Said License and Dues Collector shall also issue to said applicant a metal tag, upon which shall be stamped the words "Licensed Boat", and shall also have stamped upon it the words "City of San Antonio, Texas", and the number of said license, and the year for which same is issued.

(c) Said license shall state the year for which said license is issued, the name of the owner of said boat, shall designate that said craft is a "licensed boat", and shall state the amount of license tax paid for the operation of said boat, and shall further state

that the owner of said boat has deposited with the City of San Antonio an insurance policy for the protection of the passengers thereof and of the general public as provided for in this Ordinance, and said license shall be signed by the License and Dues Collector, and countersigned by the Mayor of the City of San Antonio.

#### SECTION 7. TAXES.

It shall be the duty of every owner of every boat operated on the River to render for ad valorem taxes to the City of San Antonio all boats or other equipment used in such business, and a failure to render for and to pay such taxes to the City of San Antonio before they become delinquent shall operate as a revocation of any license or permit authorizing the operation over or on the River of any such boats.

#### SECTION 8. FAILURE TO PAY TAXES.

No permit or license or renewal thereof authorizing the operation of any boats on the River shall ever be issued if any delinquent taxes are due the City of San Antonio upon any boat for which such permit or license or renewal thereof is sought, or if the owner thereof has failed to render same for ad valorem taxation.

#### SECTION 9. LICENSE AND INSPECTION FEE.

In order to defray a part of the expense necessary to provide surveillance, supervision and inspection of boats required under the terms and provisions of this Ordinance, and other ordinances of the City of San Antonio regulatory thereof, thereof is hereby levied a license and inspection fee of \$20.00 per annum for each boat so operated, which fee shall be collected from every person, firm, corporation, association, partnership or society owning and operating boats for hire on the River by the License and Dues Collector before said license or renewal thereof is issued to said person, firm, corporation, association, partnership, or society to so operate said boats. Said fee shall be payable in advance on an annual basis, and shall be due and payable for any year not later than the first day of June of any year, and such fee to cover the fiscal year. If a license to operate any boat is granted during a current year, the fee shall be paid pro rata for the balance of the fiscal year ending May 31st. In the event a boat on which the fee has been paid for the then current year is sold, wrecked or destroyed, the owner thereof shall have the right to replace said boat with another, and upon written application to the Inspector of Boats, the license and inspection fee therefor paid on said boat so sold, wrecked or destroyed shall be made applicable to the boat designated to replace the boat so sold, wrecked or destroyed, and the licensee shall surrender the license certificate and metal tag on the boat so sold, wrecked or destroyed before receiving a new license certificate and metal tag. In case any licensee shall lose his license certificate or metal tag, said licensee shall forthwith and before doing any further business procure a duplicate license certificate or duplicate metal tag or tags, as the case may be, from the License and Dues Collector, and shall pay for such duplicate license certificate or metal tags to said License and Dues Collector the sum of One Dollars (\$1.00) for each and every duplicate license certificate or metal tag so procured. There shall not in any event be any refund of license and inspection fee paid under this Ordinance. The fees shall be paid to the License and Dues Collector who shall issue a receipt therefor on a form to be prepared by him for that purpose.

#### SECTION 10. OPERATOR OF BOATS.

No boat for which a license shall have been issued shall be operated by any one except the licensee thereof, or any employee of the licensee. It shall be the duty of every licensee to furnish to the Inspector of Boats the name, address and last place of employment of each and every licensed boatman applying for work before hiring him; and further said licensee shall forthwith furnish to the Inspector of Boats the name and address of every licensed boatman that may be discharged by licensee.

## SECTION 11. TRANSFER OF LICENSE PROHIBITED.

No license issued under the terms of this Ordinance shall be transferred to any other person, nor shall such license be used for the operation of any boat except for the boat for which said license is issued.

## SECTION 12. LICENSE POSTED.

The license issued for the operation of a boat under the terms of this Ordinance shall be posted within said boat in a conspicuous place, and failure to so post shall be a violation of this Ordinance.

## SECTION 13. LICENSE TAGS FOR BOATS.

The metal tag issued by the License and Dues Collector shall be attached to the front portion of said boat so licensed, so that the entire face of such tag can be easily seen from the outside of said boat.

## SECTION 14. OWNERS NAME PAINTED ON BOATS.

Every boat shall have painted on the front of same, the name of the owner or the trade name under which the owner operates, and the lettering shall be not less than two and one-half ( $2\frac{1}{2}$ ) inches in height, and not less than five-sixteenth ( $5/16$ ) inch stroke.

## SECTION 15. LICENSED BOATMENT.

(a) It shall be unlawful for any person to operate, or cause to be operated, any boat for hire upon or over the River, unless the operator of said boat shall have obtained a boatman's license issued by the License and Dues Collector of the City of San Antonio.

(b) All licensed boatmen when operating a boat must keep themselves clean in person and dress, and shall wear such uniform as shall be approved by the Inspector of Boats. They must display on their cap or hat the metal license shield issued to them by the License and Dues Collector of the City of San Antonio.

(c) Any person desiring to obtain a boatman's license to operate a boat shall file with the Inspector of Boats application therefor on blanks to be furnished by said Inspector, giving his name, age, present address, and place of employment during the past three years, with the reason for leaving such employment; and whether such applicant has been convicted of a violation of any criminal State or Federal law or of any criminal ordinance of the City of San Antonio, giving particulars of each offense charged. Said application shall be accompanied by affidavit of two reputable citizens of the City of San Antonio, showing applicant to be trustworthy, sober and of good moral character; and there shall also be attached a certificate of a reputable physician, resident of the City of San Antonio, Texas, showing that said applicant is not disabled by reason of defects of sight, hearing, body or limb from safely operating a boat. There shall also be furnished with such application for boatman's license two photographs, front and side view, and two sets of fingerprints of said applicant, and said fingerprints to be made under the supervision and direction of the Inspector of Boats.

(d) The Inspector of Boats is hereby authorized and directed in considering such application for boatman's license to make such investigation as Board of Commissioners may deem necessary to determine the fitness of the applicant for a boatman's license, and if said Inspector finds that said applicant is not qualified to operate a boat for hire on the River, it shall be the duty of said Inspector to refuse to issue certificate of recommendation for such license. In no event shall a boatman's license be issued by the License and Dues Collector to any person who has been convicted of the violation of any of the criminal laws of the Federal Government or of the State of Texas, or the Ordinances of the City of San Antonio, of any act involving moral turpitude, nor shall any license be issued to any person under twenty-one (21) years of age, or to any person who is not a qualified voter of the City of San Antonio.

(e) If the Inspector of Boats finds that the applicant should be granted a boatman's license he shall issue his written certificate to the License and Dues Collector certifying such fact and recommending the issuance of license.

(f) If the Inspector of Boats finds from investigation that applicant should be refused a boatman's license he shall forthwith notify the applicant of such finding.

(g) After the Inspector of Boats has made his findings, and has declared the same, the applicant for said license shall have the right of appeal to the Board of Commissioners of the City of San Antonio within ten (10) days from the date of said finding, and said appeal shall be perfected by letter addressed to the Honorable Mayor and Commissioners of the City of San Antonio stating that an appeal from the decision of the Inspector of Boats is desired to the Board of Commissioners of the City of San Antonio as a whole. The Board of Commissioners as soon as practicable after receiving such notice of appeal from the findings of the Inspector of Boats, shall grant the said appellant a hearing, and after the hearing of said appeal shall modify, sustain or reverse the findings made by the Inspector of Boats, and shall forthwith certify its decision to the Inspector of Boats and to the applicant for observance. If no appeal is taken from the finding made by the Inspector of Boats within the time provided herein, the decision of the Inspector of Boats shall be final.

(h) Upon complaint filed by any person against a boatman with the Inspector of Boats, or upon his own motion, charging violation of any of the terms of this Ordinance or any ordinances of the City of San Antonio, or Federal laws or laws of the State of Texas involving moral turpitude, the Inspector of Boats, after giving five (5) days notice of the ground of said complaint to such boatman against whom complaint is made, may hear evidence with reference to such complaint, and after such hearing the Inspector of Boats may revoke or suspend the license issued by the City of San Antonio to such boatman to operate a boat for good cause shown.

(i) After the Inspector of Boats has heard the complaint for the revocation or suspension of a boatman's license, he shall make his findings and declare the same, and either the said boatman or the complainant shall have the right to appeal to the Board of Commissioners of the City of San Antonio within ten (10) days from the date of such findings, and said appeal shall be perfected by letter addressed to the Honorable Mayor and Commissioners of the City of San Antonio stating that an appeal from the ruling of the Inspector of Boats is desired to the Board of Commissioners as a whole. If an appeal from the decision of the Inspector of Boats is perfected as above provided, the said decision of the Inspector of Boats shall be suspended until passed upon by the Board of Commissioners. Upon receiving such appeal the Board of Commissioners as soon as practicable thereafter, shall hear such appeal and shall either sustain, modify or reverse the decision of the Inspector of Boats. If no appeal is taken from the ruling of the Inspector of Boats within the time provided herein, the said decision of the Inspector of Boats shall be final.

#### SECTION 16. BOATMAN'S LICENSE NOT TRANSFERABLE.

The boatman's license when issued shall not be transferable, and same shall be for a period of not to exceed one year, and each license shall cease and terminate on the 31st day of May following the date of such issuance. No fee shall be charged for such license.

#### SECTION 17. GENERAL PROVISION FIXING PENALTY.

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 \$5.00 nor more than \$100.00, and every day such violation continues shall constitute a separate offense.

#### SECTION 18. SAVING CLAUSE.

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 effect the validity of the remaining sections and provisions of this ordinance.

SECTION 19. ORDINANCES REPEALED.

All Ordinances or parts of Ordinances in conflict herewith shall be and are hereby repealed.

SECTION 20. CUMULATIVE.

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

SECTION 21. EMERGENCY.

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

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

C. K. QUIN

MAYOR

ATTEST:

Jas. Simpson

City Clerk

AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: September 8, 9, 10, 11; 12, 13, 15, 16, 17, 18, 1941.

Thornton Hall

Sworn to and subscribed before me this September 25, 1941

W. A. Druce

Lillian Marie Hopkins  
Notary Public in and for Bexar County,  
Texas.

05-293 AN ORDINANCE (447)

AUTHORIZING THE FIRE AND POLICE COMMISSIONER OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF PUBLIC FIRE ALARM SYSTEM.

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

1. That the Fire and Police Commissioner of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for Government Construction Project of Public Fire Alarm System in the City of San Antonio, Bexar County, Texas, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

05-294 AN ORDINANCE (451)

AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OF LEASE WITH BRANIFF AIRWAYS.

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 contract of lease with Braniff Airways for a plot of land 10 feet by 10 feet at the intersection of the Jones-Maltsberger Road and the Bitter Road, to be used solely for the erection of an antennae tower, and an additional tract of land, 16 feet by 20 feet, between the above described plot and the Bitter Road, for a period of one (1) year at an annual rental of \$1.00 per year.

2. PASSED AND APPROVED this 11 day of September, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

(Contract on page 467)

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05-295 AN ORDINANCE (452)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE UNITED STATES OF AMERICA, FOR LEASE OF SPACE IN ADMINISTRATION BUILDING AT STINSON FIELD FOR OFFICE, PILOT BALOON AND RADIOSONDE OBSERVATIONAL WORK.

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 Lease Contract between the City of San Antonio and the United States of America, leasing to the Government space in the Administration Building at Stinson Field, for office, pilot baloon and radiosonde observational wrk, for the period beginning the first day of July, 1941 and ending at such time as other airport, facilities are completed and available for use and in no event not later than January 1st, 1942, at an annual rental of \$600.00 payable at the end of each quarter.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

Attest:

Jas. Simpson  
City Clerk

C. K. QUIN

M a y o r

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05-296

AN ORDINANCE (453)

GRANTING THE REQUEST OF MOUNT CALVARY LUTHERAN CHURCH, OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND FISCAL YEARS SUBSEQUENT THERETO ON PART OF LOT "B", NEW CITY BLOCK 753.

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

1. That the property known as the North 30 feet of the South 138.5 feet of the West 68.2 feet, more or less, of Lot "B", New City Block 753, in the City of San Antonio, Bexar County, Texas, used by the Mount Calvary Lutheran Church, of San Antonio, Texas, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of the Mount Calvary Lutheran Church, H. Henry Rosebrock, Elder Trustee, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or school purposes.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN  
MAYOR

ATTEST:

Jas. Simpson  
City Clerk

05-297

AN ORDINANCE (454)

GRANTING THE REQUEST OF BAPTIST TEMPLE CHURCH, OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND SUBSEQUENT THERETO ON LOTS 25 AND 26, BLOCK 16, IN CITY BLOCK 3284, FRONTING ON DREXEL AVENUE.

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

1. That the property known as Lots 25 and 26, Block 16, in City Block 3284, fronting on Drexel Avenue, in the City of San Antonio, Bexar County, Texas, used by the Baptist Temple Church, of San Antonio, Texas, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of the Baptist Temple Church, C. F. Slimp, Chairman of the Finance Committee, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or school purposes.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN  
MAYOR

ATTEST:

Jas. Simpson  
City Clerk

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05-298

AN ORDINANCE (455)

GRANTING THE REQUEST OF HOME MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, OF ATLANTA, GEORGIA, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND SUBSEQUENT YEARS THERETO ON NORTH 35.6 FEET OF BLOCK 1, NEW CITY BLOCK 2306, FRONTING ON SAN MARCOS STREET.

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

1. That the property known as the North 35.6 feet of Block 1, New City Block 2306, fronting on San Marcos Street, in the City of San Antonio, Bexar County, Texas, used by the Home Mission Board of the Southern Baptist Convention, of Atlanta, Georgia, as a Mission Station, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of the Home Mission Board of the Southern Baptist Convention for exemption from taxation commencing with the 1st day of June, 1941, be and the same is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or school purposes.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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*05-299*  
AN ORDINANCE (456)

GRANTING THE REQUEST OF MADISON SQUARE PRESBYTERIAN CHURCH, U.S.A., FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND SUBSEQUENT FISCAL YEARS ON LOT 13, BLOCK 5, NEW CITY BLOCK 6696, FRONTING ON DONALDSON AVENUE.

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

1. That the property known as Lot 13, Block 5, New City Block 6696, fronting on Donaldson Avenue, in the City of San Antonio, Bexar County, Texas, used by The Madison Square Presbyterian Church, U.S.A., of San Antonio, Texas, as a Manse for Minister, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of The Madison Square Presbyterian Church, U.S.A., N. S. Hunsdon, Chairman of the Board of Trustees, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious purposes.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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*05-300*  
AN ORDINANCE (457)

GRANTING THE REQUEST OF EAST. ST. PAUL METHODIST EPISCOPAL CHURCH, OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR 1927 TO 1930, INCLUSIVE, ON LOTS 9 AND 10, IN BLOCK 5, NEW CITY BLOCK 1362, FRONTING ON BLUEBONNET STREET.

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

1. That the property known as Lots 9 and 10, in Block 5, New City Block 1362, fronting on Bluebonnet Street, in the City of San Antonio, Bexar County, Texas, used by the East St. Paul Methodist Episcopal Church, of San Antonio, Texas, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the East St. Paul Methodist

Episcopal Church for cancellation of delinquent taxes levied upon said property for the fiscal years 1927 to 1930, inclusive, is hereby granted, and said property is hereby declared exempt from taxation beginning with the 1st day of June, 1925 and fiscal years subsequent thereto, so long as the same is used for religious or school purposes.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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*05-301* AN ORDINANCE (458)

GRANTING THE REQUEST OF THE SANTA ROSA HOSPITAL, OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND SUBSEQUENT THERETO ON PART OF LOT 3 OR "G", CITY BLOCK 341.

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

1. That the property known as the North 30.9 feet of South 43.9 feet of Lot 3 or "G", City Block 341, in the City of San Antonio, Bexar County, Texas, used by the Santa Rosa Hospital, of San Antonio, Texas, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of the Santa Rosa Hospital for cancellation of taxes levied on said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 11th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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*05-302* AN ORDINANCE (459)

ACCEPTING THE PROPOSAL OF RUSSELL OIL COMPANY INC. FOR SALE AND DELIVERY OF FUEL OIL FOR HEATING, AND MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND RUSSELL OIL COMPANY INC. CONCERNING SAID PURCHASE AND SALE OF FUEL OIL.

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

1. That this ordinance accepts the proposal of Russell Oil Company, Inc., dated August 23, 1941, for the sale and delivery of fuel oil for heating to the City of San Antonio, and creates and manifests a 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 Russell Oil Company, Inc., a corporation, hereinafter called "CONTRACTOR", in words and figures as follows:

2. Contractor agrees to sell and City agrees to purchase from Contractor, requirements of the City of San Antonio of fuel oil for heating public buildings for the season 1941-42, said fuel oil to be delivered by Contractor and placed in storage tanks at Witte Museum, Municipal Auditorium, Central Police Headquarters, Police and Health Building, City Hall, Central Fire Headquarters, Fire Station No. 7 and Fire Station No. 18, as designated by the City.

3. The fuel oil sold shall be of the following specifications:

24-26 Gravity  
26-30 Gravity  
Gas Oil to be not less than 32 nor more  
than 34 degrees Gravity

4. In consideration of the above agreement and the hereinafter set out conditions and stipulations, City agrees to pay Contractor the following prices:

24-26 Gravity . . . \$1.25 per bbl. of 42 gallons  
26-30 Gravity . . . 1.30 per bbl. of 42 gallons  
Gas Oil of not less than  
32 nor more than 34  
degrees Gravity. . . .04 per gallon

Less two (2%) per cent discount if paid on or before the 10th of the month following delivery.

City agrees to make settlement on the 10th day of each month during the term of this contract, and to settle for the last month of the term of this contract within 15 days after its termination. Contractor agrees that City shall have a discount of two (2%) per cent off of the amount due provided payment for fuel oil sold and delivered to the City of San Antonio is made on or before the 10th of the month following delivery.

5. Contractor agrees that all fuel oil ordered by the City shall be delivered to the place designated for storage within 5 days from the date of order. Contractor shall not, however, be responsible for failure to deliver when such failure is caused by conditions beyond Contractor's control, such as a strike. Delays due to causes within the control of Contractor shall not, however, excuse performance by Contractor.

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

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

8. This agreement and all of its terms is to be performed at San Antonio, Bexar County, Texas.

9. In order to secure the faithful performance of each and every condition, stipulation and requirement of this contract on the part of the Contractor, and in order to indemnify and save harmless the City from all damages, either directly or indirectly, arising out of any failure to perform same, the Contractor is required to execute and deliver a performance bond in the amount of \$1,000.00 on or before the date of this contract becomes effective, to secure the City against the happening of the above contingencies.

10. This contract shall become effective on the date of acceptance by the Contractor, and shall terminate at the end of the 1941-42 season, or, it may be terminated, prior to expiration date, by either party on seven days' written notice.

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

12. This contract shall be accepted and binding upon Contractor by virtue of the signature subscribed to this instrument.

13. The acceptance of this proposal of the Russell Oil Company Inc. is also a rejection all other bids submitted concerning this same purchase.

14. PASSED AND APPROVED this 11 day of September, A.D. 1941.

C. K. QUIN

M A Y O R

(next page)

Attest:

Jas. Simpson  
City Clerk

15. The foregoing instrument, constituting a contract with Russell Oil Company Inc., is accepted in all things by the undersigned, duly authorized to do so, this day of September, A.D. 1941.

RUSSELL OIL COMPANY INC.,

By \_\_\_\_\_

President

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05-303

AN ORDINANCE (484)

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SWIMMING POOLS - CONSTRUCTION OF SIX MODERN, NEW POOLS AND REHABILITATION OF FIVE PRESENT SWIMMING POOLS IN THE CITY OF SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioner 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 - Public Works Administration, of the United States Government, for Government Construction Project of Swimming Pools - Construction of Six Modern, New Pools and Rehabilitation of Five Present Swimming Pools in San Antonio, Texas, and all other instrument necessary in connection therewith.

2. PASSED AND APPROVED this 18 day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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05-304

AN ORDINANCE (485)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH MALCOLM G. SIMONS FOR ARCHITECTURAL SERVICES IN RELATION TO SWIMMING POOLS - CONSTRUCTION OF SIX MODERN, NEW SWIMMING POOLS AND REHABILITATION OF FIVE PRESENT SWIMMING POOLS IN 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 Malcolm G. Simons, Architect of San Antonio, Texas, for architectural and engineering services to be rendered in relation to the construction project of Swimming Pools - Construction of six modern, new swimming pools and rehabilitation of five present swimming pools, in San Antonio, Texas, at a total fee not to exceed \$68,665.00, said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1941.

2. PASSED AND APPROVED this 18th September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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05-305

AN ORDINANCE (486) 302

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT FOR RECREATIONAL FACILITIES FOR ARMY USE: (1) RECREATION BUILDING IN LION'S FIELD, BRACKENRIDGE PARK, (2) RECREATION BUILDING FOR NEGROES AT CENTRAL PLAYGROUND (3) BASEBALL BLEACHERS AT PITTMAN-SULLIVAN PARK, IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. 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 - Public Works Administration, of the United States Government, for construction project for Recreational Facilities for Army Use: (1) Recreation Building in Lion's Field. Brackenridge Park, (2) Recreation Building for Negroes at Central Playground, (3) Baseball Bleachers at Pittman-Sullivan Park, in the City of San Antonio, Texas, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 18th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-306

AN ORDINANCE (487) 300

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH MALCOLM G. SIMONS FOR ARCHITECTURAL AND ENGINEERING SERVICES IN RELATION TO RECREATIONAL FACILITIES FOR ARMY USE: (1) RECREATION BUILDING IN LION'S FIELD, BRACKENRIDGE PARK, (2) RECREATION BUILDING FOR NEGROES AT CENTRAL PLAYGROUND, (3) BASEBALL BLEACHERS AT PITTMAN-SULLIVAN PARK, IN 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 Malcolm G. Simons, Architect of San Antonio, Texas, for Architectural and engineering services in relation to Recreational Facilities for Army Use: (1) Recreation Building in Lion's Field, Brackenridge Park, (2) Recreation Building for Negroes at Central Playground, (3) Baseball Bleachers at Pittman-Sullivan Park, in the City of San Antonio, Texas, at a total fee of not to exceed \$14,330.00. The said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1941.

2. PASSED AND APPROVED this 18th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-307

AN ORDINANCE (494) 307

ACCEPTING DEED AND DEDICATION OF CERTAIN PROPERTY IN McNEELY HEIGHTS BY THE WILSHERE HEIGHTS COMPANY, FOR ALLEY.

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

1. That deed and dedication of certain property in McNeely Heights, as follows:

7 1/2 feet off the rear or back end of each of the following lots, lying and being situate within the corporate limits of the City of San Antonio, Bexar County, Texas:-

All of the lots in New City Block 9023;

Lots 10 to 21, inclusive, in New City Block <sup>9094</sup>9024; and a strip 7 1/2 feet wide out of New City Block <sup>9093</sup>9022 adjoining said Lots 10 to 21, inclusive, in said Block <sup>9094</sup>9024;

All of the lots in New City Blocks <sup>9096 9097</sup>9026, 9027, 9028, 9029, 9030, 9031, 9032, 9033, 9034, 9035;

7 1/2 feet off of the rear of Lots 1 and 2 and 7 1/2 feet off of the North side of Lot 3 adjoining said Lots 1 and 2, all in Block 9039;

by the Wilshire Heights Company to the City of San Antonio, for right-of-way for an alley, be and the same are hereby accepted.

2. The City Engineer and the City Assessor are hereby directed to change their block maps to conform with this ordinance.

3. PASSED AND APPROVED this 18th day of September, A.D. 1941.

C. K. QUIN  
M A Y O R

Attest:

Jas. Simpson  
City Clerk

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05-308

AN ORDINANCE (488)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH SPILLMAN & SPILLMAN AND LEO M. J. DIELMANN, ASSOCIATES, ARCHITECTS AND ENGINEERS, SAN ANTONIO, TEXAS, FOR ARCHITECTURAL AND ENGINEERING SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF PUBLIC FIRE ALARM SYSTEM 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 Spillman & Spillman and Leo M. J. Dielmann, Associates, Architects and Engineers of San Antonio, Texas, for Architectural and Engineering services to be rendered in relation to the Construction Project of Public Fire Alarm System in the City of San Antonio, Texas, to be located on City-owned property in the City of San Antonio, Texas, at a total fee of not to exceed \$3,456.00. The said fee to be paid from Federal Grant in accordance with Public Defense Application dated September 11th, A.D. 1941.

2. PASSED AND APPROVED this 18th day of September, A.D. 1941.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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AN ORDINANCE (488)

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05-309 AN ORDINANCE (490)

AUTHORIZING THE COMMISSIONER OF POLICE AND FIRE OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF A QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES.

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

1. That the Commissioner of Police and Fire of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for Government Construction Project of Quarantine Hospital for the confinement and treatment of persons with communicable venereal diseases, to be located on City-owned property within the corporate limits of the City of San Antonio, Texas, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 18 day of September, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

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05-310 AN ORDINANCE (492)

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 \$1584.81. . The said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1941.

2. PASSED AND APPROVED this 18th day of September, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-311 AN ORDINANCE (493)

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE NOTE FOR AND ON BEHALF OF THE CITY OF SAN ANTONIO, TO THE FROST NATIONAL BANK FOR \$3,000.00; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE DEED OF TRUST SECURING SAID NOTE; AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE DEED OR DEEDS TO HEIRS IN THE WESTFALL ESTATE.

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, a note in the sum of \$3,000.00, 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, said note to be payable on or before one year from date with interest at the rate of 2 per cent per annum, said note to be secured by a deed of trust, of even date with the note, on property acquired under the will of Edward Dixon Westfall and Josephine Westfall, described as follows:

1036 aced of land, more or less situated partly in Bexar County and partly in Wilson County, Texas, south or southeast of the City of San Antonio, out of the Jose de la Garza Grant.

2, That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute deed of trust securing said note above mentioned.

3. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute such deed or deeds to the heirs in the Westfall Estate, as may be necessary, covering approximately 98 acres of land not bequeathed to the City by the Westfall wills.

4. PASSED AND APPROVED this 18th day of September, A.D. 1941.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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05-312

AN ORDINANCE (489)

AUTHORIZING THE COMMISSIONER OF POLICE AND FIRE OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF HEADQUARTERS FOR THE MILITARY POLICE LOCATED IN DOWNTOWN SAN ANTONIO AND ADJACENT TO THE UNITED STATES ARSENAL.

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

1. That the Commissioner of Police and Fire of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant, to the Federal Works Agency-Public Works Administration, of the United States Government, for Government Construction Project of Military Police Headquarters located in downtown San Antonio and adjacent to the United States Arsenal, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 18 day of September, A.D. 1941.

C. K. QUIN  
M A Y O R

Attest:

Jas. Simpson  
City Clerk

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05-313

AN ORDINANCE (491)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH BEVERLY W. SPILLMAN AND BEVERLY W. SPILLMAN, JR., COMPETENT ARCHITECTS, FOR ARCHITECTURAL AND ENGINEERING SERVICES IN RELATION TO CONSTRUCTION PROJECT OF HEADQUARTERS FOR MILITARY POLICE LOCATED IN DOWNTOWN SAN ANTONIO AND ADJACENT TO THE UNITED STATES ARSENAL.

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 Beverly W. Spillman and Beveraly W. Spillman, Jr., of San Antonio, Texas, for all architectural and engineering services to be rendered in relation to the Construction Project of Headquarters for the Military Police located in downtown San Antonio, and adjacent to the United States Arsenal, on land belonging to the City of San Antonio, situate within the corporate limits of the City of San Antonio, Texas, at a total fee of not

to exceed \$10,950.00. The said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1941.

2. PASSED AND APPROVED this 18 day of September, A.D. 1941.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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*05-314*  
AN ORDINANCE (527)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH LEO M. J. DIELMANN, ARCHITECT, SAN ANTONIO, TEXAS, FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF ADDITIONAL HEALTH FACILITIES BEING (1) CONSTRUCT THIRD-STORY ADDITION TO HEALTH BUILDING, (2) REMODEL SECOND STORY OF HEALTH BUILDING, AND (3) CONSTRUCT NEW SUB-STATION OF HEALTH CLINIC ON WEST SIDE, OF 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, for architectural and engineering services to be rendered in relation to the construction project of additional health facilities being (1) construct third-story addition to Health Building, (2) remodel second story of Health Building, and (3) construct new sub-station of Health Clinic on West Side of City of San Antonio, Texas, in the City of San Antonio, Texas, at a total fee of not to exceed \$4,631.29. The said fee to be paid from Federal Grant in accordance with Public Defense Application dated September 25th, A.D. 1941.

2. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN  
M A Y O R

ATTEST:

Jas. Simpson  
City Clerk

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*05-315*  
AN ORDINANCE (528)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF ADDITIONAL HEALTH FACILITIES, BEING (1) CONSTRUCT THIRD-STORY ADDITION TO HEALTH BUILDING, (2) REMODEL SECOND STORY OF HEALTH BUILDING, (3) CONSTRUCT NEW SUB-STATION OF HEALTH CLINIC ON WEST SIDE, OF 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 execute Application for Federal Assistance for Grant, to Federal Works Agency-Public Works Administration, of the United States Government, for Government Construction Project of Additional Health Facilities being (1) Construct third-story addition to Health Building (2) Remodel second story of Health Building, and (3) Construct new Sub-station of Health Clinic on West Side of the City of San Antonio, Texas, in the City of San Antonio, Bexar County, Texas, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN  
M a y o r

Attest: Jas. Simpson  
City Clerk

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03-316

## AN ORDINANCE (529)

TO ENTER INTO AN AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, TO PAVE PORTIONS OF VICTORIA AND LABOR STREETS ABUTTING THE PROPERTY OF THE AUTHORITY IN THE CITY OF SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that

WHEREAS, the Housing Authority of the City of San Antonio, Texas, hereinafter called the "Authority", is developing low-rent housing projects in said City, and included in said development is Victoria Courts Project Tex-6-3; and

WHEREAS, it has been determined by the City and the Authority it is essential to the development of said project that portions of the streets bordering said project should be improved; and

WHEREAS, the improvement of said border streets is not provided for in the Contract between the Authority and the Contractor for the construction of said project; and

WHEREAS, the City is not financially able to prove said streets, except by assistance from the Authority; and

WHEREAS, the City has determined through its City Engineer that the cost to the City for improving said streets will be the sum of Six Thousand One Hundred Ten (\$6,110.00) Dollars; and

NOW, THEREFORE, BE IT ORDAINED:

That the City of San Antonio enter into an agreement with the Housing Authority of the City of San Antonio, Texas, in substance as follows:

That the City agrees to furnish all the labor and material and do all the work necessary to pave the portions of Victoria and Labor Streets abutting the property of the Authority, between the old curbs and the new curbs placed by the Authority, in the following manner: The City will remove the old curbs, excavate to the necessary depth the said area, will construct a six inch (6") concrete base in said area and will top with rock asphalt material not less than one (1") inch thick said area and any additional area necessary within one-half of the width of said streets, in order to bring the streets to proper grade; will bring to proper grade and pave with concrete or standard gravel base (as may be necessary) at least six inches (6") thick and rock asphalt topping not less than one inch (1") thick the intersections of streets in the project with the portions of streets above mentioned and will pave one-half of the width of Leigh Street abutting the property of the Authority with an eight inch (8") standard gravel base and rock asphalt topping not less than one inch (1") thick; all for the sum of Six Thousand One Hundred Ten Dollars (\$6,110.00) as the assessment against said Authority for work performed within one-half of the width of said streets. The Authority is to agree, upon completion of said work, to pay to the City the said sum of Six Thousand One Hundred Ten Dollars (\$6,110.00).

FURTHERMORE, if and when the remaining portion of each street above provided to be improved shall be paved, the City agrees that a like assessment to the assessment herein made against the Authority will be made against the other abutting property owners and that, in such event, no further or additional assessment will be made against the Authority; and that the Mayor is hereby authorized and directed to execute, in the name and as the act of the City of San Antonio, and under its official seal, an agreement with the Housing Authority of the City of San Antonio, Texas, according to the provisions of this Ordinance.

PASSED AND APPROVED this the 25th day of September, A.D. 1941.

Attest:

C. K. QUIN  
M a y o r

Jas. Simpson  
City Clerk

\* \* \*

05-317

## AN ORDINANCE (530)

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS TO INCREASE CAPACITY 25,000,000 TO 30,000,000 GALLONS PER DAY IN THE CITY OF SAN ANTONIO, TEXAS.

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 fro Grant to Federal Works Agency-Public Works Administration of the United States Government for Government construction project of Sewage Plant Improvements to increase capacity 25,000,000 to 30,000,000 gallons per day, in the City of San Antonio, Texas, and all other instruments in connection therewith.

2. PASSED AND APPROVED this 25th day of September, A.D.1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-318

## AN ORDINANCE (531)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH H. R. F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES, OF SAN ANTONIO, TEXAS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS FOR INCREASING CAPACITY 25,000,000 TO 30,000,000 GALLONS PER DAY.

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 H. R. F. Helland, J. W. Beretta Engineers, Inc., Matthews & Kenan, F. T. Drought and W. E. Simpson Co., Associates, Engineers of San Antonio, Texas, for engineering services to be rendered in relation to the Construction Project of Sewage Plant Improvements for increasing capacity 25,000,000 to 30,000,000 gallons per day in the City of San Antonio, Texas, at a totla fee of not to exceed \$36,600.00. The said fee to be paid from Federal Grant in accordance with Public Defense Application dated September 25th, A.D. 1941.

2. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN

M a y o r

Attest:

Jas. Simpson

City Clerk

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05-319

## AN ORDINANCE (523)

CREATING AND MANIFESTING A CONTRACT FOR THE USE OF VEHICLES DESCRIBED ON THE BACK HEREOF AND WHICH IS MADE A PART HEREOF FOR ALL INTENTS AND PURPOSES.

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

1. That this ordinance creates and manifests a contract and agreement made and entered into by and between D. B. Tarin, of 312 Riddle Streets, San Antonio, Texas, hereinafter called

"FIRST PARTY", and City of San Antonio, a municipal corporation chartered and existing under the laws of the State of Texas, hereinafter called "SECOND PARTY", as follows:-

2. First Party does by these presents agree to use for Second Party motor vehicles fully described as to make, model, engine number, state license number, manufacturer and capacity on the back hereof, which description is made a part of this contract for all purposes, for a period of six (6) months, beginning on the 26th day of September, 1941, and ending on the 25th day of March, 1942, both inclusive, provided either party may terminate the agreement upon 15 days written notice, subject to the following terms and conditions:

3. The aforesaid vehicles are to be used primarily for transportation and hauling. Second Party agrees to pay First Party for the use of each of said vehicles the sum of \$1.10 per hour for each hour that each of said vehicles is in use during the period of this agreement. First Party represents that said vehicles are in first-class condition and in every way suitable for transportation and hauling purposes; that each and all of said vehicles, where necessary, have been duly licensed and are so constructed and equipped as to comply with all the laws and regulations governing the operation of such vehicles over the highways of this state carrying net loads not in excess of the respective amounts as represented on the back hereof. Any repairs necessary to keep said vehicles in good running condition throughout the life of this contract shall be at the expense of First Party, and in the event that the operation of any vehicle should be suspended for purposes of necessary repairs during the life of this contract, such loss of time shall be considered to be for the account and at the expense of First Party and the life of this contract shall be extended without additional rental and payment for the corresponding period in order to compensate Second Party for such loss of time.

4. First Party during the term of this agreement is to have absolute control of said vehicles except that Second Party is given the right to direct said vehicles to the place where they may be needed and to designate the time when they shall be used. First Party will employ, pay and have absolute control and supervision of the operators or drivers of said vehicles; however, First Party agrees not to permit any person or persons to act as operators or drivers of said vehicles to whom Second Party objects as not being careful and competent drivers or operators of said vehicles, it being the intent and understanding that First Party is to be and remain as to this contract and agreement an independent contractor. And First Party agrees to save harmless the Second Party from any claim or claims of damages arising out of or occasioned by the use or operation of the vehicles herein listed during the term of this contract, whether caused by negligence of the driver or operator of the vehicles, or otherwise. First Party, at his own expense, is to carry fire, theft and accident insurance to protect himself against loss and injury to said vehicles.

5. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN

Attest: Mayor

Jas. Simpson

City Clerk

6. The undersigned First Party hereby accepts, in all things, the contract and agreement created and manifested hereby, this 25th day of September, A.D. 1941.

D. B. TARIN  
First Party  
312 Riddle Street  
San Antonio, Texas

DESCRIPTION OF VEHICLES

MAKE	MODEL	ENGINE NO.	STATE LICENSE NO.	MANUFACTURER	CAPACITY
Ford	1937	3927086	318-830	Ford Motor Co	2 Ton

05-320  
AN ORDINANCE (524)

CREATING AND MANIFESTING A CONTRACT FOR THE USE OF VEHICLES DESCRIBED ON THE BACK HEREOF AND WHICH IS MADE A PART OF THIS ORDINANCE FOR ALL INTENTS AND PURPOSES.

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

1. That this ordinance creates and manifests a contract and agreement made and entered into by and between W. F. Perner, of 923 East Commerce Street, San Antonio, Texas, hereinafter called "FIRST PARTY", and City of San Antonio, a municipal corporation chartered and existing under the laws of the State of Texas, hereinafter called "SECOND PARTY", as follows:

2. First Party does by these presents agree to use for Second Party motor vehicles fully described as to make, model, engine number, state license number, manufacturer and capacity on the back hereof, which description is made a part of this contract for all purposes, for a period of six (6) months, beginning on the 26th day of September, 1941 and ending on the 25th day of March, 1942, both inclusive, provided either party may terminate the agreement upon 15 days' written notice, subject to the following terms and conditions:

3. The aforesaid vehicles are to be used primarily for transportation and hauling. Second Party agrees to pay First Party for the use of each of said vehicles the sum of \$1.10 per hour for each hour that each of said vehicles is in use during the period of this agreement. First Party represents that said vehicles are in first-class condition and in every way suitable for transportation and hauling purposes; that each and all of said vehicles, where necessary, have been duly licensed and are so constructed and equipped as to comply with all the laws and regulations governing the operation of such vehicles over the highways of this state carrying net loads not in excess of the respective amounts as represented on the back hereof. Any repairs necessary to keep said vehicles in good running condition throughout the life of this contract shall be at the expense of First Party, and in the event that the operation of any vehicle should be suspended for purposes of necessary repairs during the life of this contract, such loss of time shall be considered to be for the account and at the expense of First Party and the life of this contract shall be extended without additional rental and payment for the corresponding period in order to compensate Second Party for such loss of time.

4. First Party during the term of this agreement is to have absolute control of said vehicles except that Second Party is given the right to direct said vehicles to the place where they may be needed and to designate the time when they shall be used. First Party will employ, pay and have absolute control and supervision of the operators or drivers of said vehicles; however, First Party agrees not to permit any person or persons to act as operators or drivers of said vehicles to whom Second Party objects as not being careful and competent drivers or operators of said vehicles, it being the intent and understanding that First Party is to be and remain as to this contract and agreement an independent contractor. And First Party agrees to save harmless the Second Party from any claim or claims of damages arising out of or occasioned by the use or operation of the vehicles herein listed during the term of this contract, whether caused by negligence of the driver or operator of the vehicle, or otherwise. First Party, at his own expense, is to carry fire, theft and accident insurance to protect himself against loss and injury to said vehicles.

5. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN

Mayor

Attest:

Jas. Simpson

City Clerk

6. The undersigned First Party hereby accepts, in all things, the contract and agreement created and manifested hereby, this 25th day of September, A.D. 1941.

V. F. PERNER

First Party  
923 East Commerce Street  
San Antonio, Texas

DESCRIPTION OF VEHICLES

MAKE	MODEL	ENGINE NO.	STATE LICENSE NO.	MANUFACTURER	CAPACITY
Ford	1937	3390629	318-936	Ford Motor Co.	1½ ton

\* \* \*

05-321

AN ORDINANCE (525)

CREATING AND MANIFESTING A CONTRACT FOR THE USE OF VEHICLES DESCRIBED ON THE BACK HEREOF AND WHICH IS MADE A PART OF THIS ORDINANCE FOR ALL INTENTS AND PURPOSES.

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

1. That this ordinance creates and manifests a contract and agreement made and entered into by and between J. W. Thompson, of 331 Uvalde Street, San Antonio, Texas, hereinafter called "FIRST PARTY", and City of San Antonio, a municipal corporation chartered and existing under the laws of the State of Texas hereinafter called "SECOND PARTY", as follows:-

2. First Party does by these presents agree to use for Second Party motor vehicles fully described as to make, model, engine number, state license number, manufacturer and capacity on the back hereof, which description is made a part of this contract for all purposes, for a period of six (6) months, beginning on the 26th day of September, 1941 and ending on the 25th day of March, 1942, both inclusive, provided either party may terminate the agreement upon 15 days' written notice, subject to the following terms and conditions:

3. The aforesaid vehicles are to be used primarily for transportation and hauling. Second Party agrees to pay First Party for the use of each of said vehicles the sum of \$1.10 per hour for each hour that each of said vehicles is in use during the period of this agreement. First Party represents that said vehicles are in first-class condition and in every way suitable for transportation and hauling purposes; that each and all of said vehicles, where necessary, have been duly licensed and are so constructed and equipped as to comply with all the laws and regulations governing the operation of such vehicles over the highways of this state carrying net loads not in excess of the respective amounts as represented on the back hereof. Any repairs necessary to keep said vehicles in good running condition throughout the life of this contract shall be at the expense of First Party, and in the event that the operation of any vehicle should be suspended for purposes of necessary repairs during the life of this contract, such loss of time shall be considered to be for the account and at the expense of First Party and the life of this contract shall be extended without additional rental and payment for the corresponding period in order to compensate Second Party for such loss of time.

4. First Party during the term of this agreement is to have absolute control of said vehicles except that Second Party is given the right to direct said vehicles to the place where they may be needed and to designate the time when they shall be used. First Party will employ, pay and have absolute control and supervision of the operators or drivers of said vehicles; however, First Party agrees not to permit any person or persons to act as operators or drivers of said vehicles to whom Second Party objects as not being careful and competent drivers or operators of said vehicles, it being the intent and understanding that First Party is to be and remain as to this contract and agreement an independent contractor. And First Party agrees to save

harmless the Second Party from any claim or claims of damages arising out of or occasioned by the use or operation of the vehicles herein listed during the term of this contract, whether by negligence of the driver or operator of the vehicle, or otherwise. First Party, at his own expense, is to carry fire, theft and accident insurance to protect himself against loss and injury to said vehicles.

5. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r .

Jas. Simpson

City Clerk

6. The undersigned First Party hereby accepts, in all things, the contract and agreement created and manifested hereby, this 25th day of September, A.D. 1941.

J. W. THOMPSON

First Party  
331 Uvalde Street  
San Antonio, Texas

DESCRIPTION OF VEHICLES

MAKE	MODEL	ENGINE NO.	STATE LICENSE NO.	MANUFACTURER	CAPACITY
Chevrolet	1935	T-51-312293	306-801	General Motors	1½ tons

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AN ORDINANCE (526)

CREATING AND MANIFESTING A CONTRACT FOR THE USE OF VEHICLES DESCRIBED ON THE BACK HEREOF AND WHICH IS MADE A PART OF THIS ORDINANCE FOR ALL INTENTS AND PURPOSES.

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

1. That this ordinance creates and manifests a contract and agreement made and entered into by and between Pablo M. Rodriguez, hereinafter called "FIRST PARTY", and City of San Antonio, a municipal corporation chartered and existing under the laws of the State of Texas, hereinafter called "SECOND PARTY", as follows:-

2. First Party does by these presents agree to use for Second Party motor vehicles fully described as to make, model, engine number, state license number, manufacturer and capacity on the back hereof, which description is made a part of this contract for all purposes, for a period of six (6) months, beginning on the 26th day of September, 1941 and ending on the 25th day of March, 1942, both inclusive, provided either party may terminate the agreement upon 15 days' written notice, subject to the following terms and conditions:

3. The aforesaid vehicles are to be used primarily for transportation and hauling. Second Party agrees to pay First Party for the use of each of said vehicles the sum of \$1.10 per hour for each hour that each of said vehicles is in use during the period of this agreement. First Party represents that said vehicles are in first-class condition and in every way suitable for transportation and hauling purposes; that each and all of said vehicles, where necessary, have been fully licensed and are so constructed and equipped as to comply with all the laws and regulations governing the operation of such vehicles over the highways of this state carrying net loads not in excess of the respective amounts as represented on the back hereof. Any repairs necessary to keep said vehicles in good running condition throughout the life of this contract shall be at the expense of First Party, and in the event that the operation of any vehicle should be suspended for purposes of necessary repairs during the life of this contract, such loss of time shall be considered to be for the account and at the expense of First Party

and the life of this contract shall be extended without additional rental and payment for the corresponding period in order to compensate Second Party for such loss of time.

4. First Party during the term of this agreement is to have absolute control of said vehicles except that Second Party is given the right to direct said vehicles to the place where they may be needed and to designate the time when they shall be used. First Party will employ, pay and have absolute control and supervision of the operators or drivers of said vehicles; However, First Party agrees not to permit any person or persons to act as operators or drivers of said vehicles to whom Second Party objects as not being careful and competent drivers or operators of said vehicles, it being the intent and understanding that First Party is to be and remain as to this contract and agreement an independent contractor. And First Party agrees to save harmless the Second Party from any claim or claims of damages arising out of or occasioned by the use or operation of the vehicles herein listed during the term of this contract, whether caused by negligence of the driver or operator of the vehicle, or otherwise. First Party, at his own expense, is to carry fire, theft and accident insurance to protect himself against loss and injury to said vehicles.

5. PASSED AND APPROVED this 25th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

\* \* \*

6. The undersigned First Party hereby accepts, in all things, the contract and agreement created and manifested hereby, this 25th day of September, A.D. 1941.

Pablo M. Rodriguez

First Party  
621 South Water Street  
San Antonio, Texas

DESCRIPTION OF VEHICLES

MAKE	MODEL	ENGINE NO.	STATE LICENSE NO.	MANUFACTURER	CAPACITY
Ford	1940	147182	318-956	Ford Motor Co.	1½ tons
			* * *		

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

1. This contract of lease made and entered into, on the day and date hereinafter specified, between the City of San Antonio, Landlord, and Braniff Airways, a corporation, duly incorporated, and permitted to do business within the State of Texas, tenant, WITNESSETH:

2. The Landlord leases to the Tenant, for a period of one (1) year, commencing on the 14th day of August, 1941, and ending on the 14th day of August, 1942, and from year to year thereafter until either given 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 plot of land 10 feet by 10 feet, the center point of such plot being located as follows: Beginning at the point of intersection of the Jones-Maltsberger Road and the Bitter Road, said point being the Northwest corner of the J. H. De Kunder tract containing 43.49 acres of land; thence South 50 degrees and 11' E 3808 feet to a point; thence S 39 degrees 49' W 50 feet to a point, which point is the center point of the said 10 x 10 plot, said plot to be used solely for the erection of an antennae tower by Tenant.

4. And an additional tract of land, being situated on the same meridian as the hereinbefore described point, of an area of 16 x 20 feet and between the hereinabove described point

and the Bitter Road, to be used solely as a transmitter house by tenant.

5. Landlord covenants that no leases will be made nor obstructions of any kind or character placed within 150 feet of the said hereinabove mentioned plots.

6. In consideration of this lease the Tenant agrees to pay the Landlord One (\$1.00) Dollar per year for each year this lease is in effect.

7. The Tenant shall have the right and privilege of, at any time during the period of this lease or within thirty days after the termination thereof, removing all or any part of the structures and improvements placed thereon at the expense of the Tenant, and the Tenant 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 Tenant, ordinary wear and tear excepted.

8. The Tenant shall pay for the electricity and for the water used on the premises and all expenses of operating said tower and transmitter house.

9. 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.

10. IN TESTIMONY WHEREOF, the parties hereunto have executed this instrument, in duplicate, on this 11th day of September, 1941.

CITY OF SAN ANTONIO

By C. K. Quin Mayor  
Landlord

Attest:

Jas. Simpson  
City Clerk

BRANIFF AIRWAYS, INCORPORATED,

By T. E. BRANIFF, Pres.  
Tenant

\* \* \* \*

05-323

AN ORDINANCE (537)

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT FOR ONE 400-TON INCINERATOR CENTRALLY LOCATED TO SERVE METROPOLITAN SAN ANTONIO, TEXAS.

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 Federal Works Agency-Public Works Administration, of the United States Government, for the construction project for one 400-ton Incinerator centrally located to serve Metropolitan San Antonio, Texas, and all instruments necessary in connection therewith.

2. PASSED AND APPROVED this the 29th day of September, A.D. 1941.

C. K. QUIN  
M a y o r

Attest:

Jas. Simpson  
City Clerk

\* \* \*

05-324

AN ORDINANCE (538)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH H. R. F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES, ENGINEERS, FOR ENGINEERING SERVICES IN RELATION TO CONSTRUCTION OF ONE 400-TON INCINERATOR CENTRALLY LOCATED TO SERVE METROPOLITAN SAN ANTONIO, TEXAS, 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 H. R. F. Helland, J. W. Beretta Engineers, Inc., Matthews & Kenan, F. T. Drought, and W. E. Simpson Co., Associates, Engineers of San Antonio, Texas, for engineering services in relation to construction of one 400-ton Incinerator centrally located to serve metropolitan San Antonio, in the City of San Antonio, Texas, for a total fee of not to exceed \$26,400.00. The said fee to be paid from Federal Grant, in accordance with Public Defense Application, dated September 29th, 1941.

2. PASSED AND APPROVED this 29th day of September, A.D. 1941.

C. K. QUIN

Mayor

Attest:

Jas. Simpson

City Clerk

05-325

AN ORDINANCE (541)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH H.R.F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES OF SAN ANTONIO, TEXAS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS FOR INCREASING CAPACITY FROM 25,000,000 TO 35,000,000 GALLONS PER DAY.

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 H.R.F. Helland, J. W. Beretta Engineers, Inc., Matthews & Kenan, F. T. Drought and W. E. Simpson Co., Associates, Engineers of San Antonio, Texas, for Engineering services to be rendered in relation to the Construction Project of Sewage Plant Improvements for increasing capacity from 25,000,000 to 35,000,000 gallons per day in the City of San Antonio, Texas, at a total fee of not to exceed \$36,600,00. The said fee to be paid from Federal Grant in accordance with Public Defense Application dated September 30th, A.D. 1941.

2. PASSED AND APPROVED this 30th day of September, A.D. 1941.

C. K. QUIN

Mayor

Attest:

Jas. Simpson

City Clerk

05-326

AN ORDINANCE (542)

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS TO INCREASE CAPACITY FROM 25,000,000 TO 35,000,000 GALLONS PER DAY IN THE CITY OF SAN ANTONIO, TEXAS.

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 Federal Works Agency-Public Works Administration of the United State Government for Government Construction project of Sewage Plant Improvements to increase capacity from 25,000,000 to 35,000,000 gallons per day, in the City of San Antonio, Texas, and all other instrument in connection therewith.

2. PASSED AND APPROVED this 30th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

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AN ORDINANCE (539)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH H.R.F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES, OF SAN ANTONIO, TEXAS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS FOR INCREASING CAPACITY 25,000,000 TO 30,000,000 GALLONS PER DAY", PASSED AND APPROVED ON THE 25TH DAY OF SEPTEMBER, A.D. 1941.

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 EMPLOY AND EXECUTE CONTRACT WITH H. R. F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES, OF SAN ANTONIO, TEXAS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS FOR INCREASING CAPACITY 25,000,000 TO 30,000,000 GALLONS PER DAY," passed and approved on the 25th day of September A.D. 1941, be and the same is hereby repealed.

2. PASSED AND APPROVED this 30th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

\* \* \*

AN ORDINANCE (540)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS TO INCREASE CAPACITY 25,000,000 TO 30,000,000 GALLONS PER DAY IN THE CITY OF SAN ANTONIO, TEXAS," PASSED AND APPROVED ON THE 25TH DAY OF SEPTEMBER, A.D. 1941.

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SEWAGE PLANT IMPROVEMENTS TO INCREASE CAPACITY 25,000,000 TO 30,000,000 GALLONS PER DAY IN THE CITY OF SAN ANTONIO, TEXAS," passed and approved by the Commissioners of the City of San Antonio on the 25th day of September, A.D. 1941, be and the same is hereby repealed.

2. PASSED AND APPROVED this 30th day of September, A.D. 1941.

C. K. QUIN

Attest:

M a y o r

Jas. Simpson

City Clerk

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05-329

AN ORDINANCE (577)

AUTHORIZING THE COMMISSIONER OF STREETS AND PUBLIC IMPROVEMENTS OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF GRAVEL ALLEYS TO FACILITATE GARBAGE COLLECTION AND ELIMINATE MOSQUITO BREEDING DUE TO STANDING WATER, IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. That the Commissioner of Streets and Public Improvements of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant to Federal Works Agency-Public Works Administration of the United States Government for Government Construction Project of Gravel Alleys to facilitate garbage collection and eliminate mosquito breeding due to standing water, in the City of San Antonio, Texas, and all other instruments in connection therewith.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941.

C. K. Quin

Attest:

M a y o r

Jas. Simpson

City Clerk

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05-330

AN ORDINANCE (578)

AUTHORIZING THE COMMISSIONER OF STREETS AND PUBLIC IMPROVEMENTS OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SANITARY SEWER IMPROVEMENTS - CONSTRUCTION OF INTERCEPTING SEWERS TO RELIEVE OVERLOADED SEWERS; EXTENSION OF NEW TRUNK SEWERS TO SERVE ARMY POSTS, DEFENSE HOUSING AND SUBURBAN AREAS; CONSTRUCTION OF NEW OUTFALL SEWER LINES AND REPAIR EXISTING OUTFALL SEWER; ELIMINATION OF ONE LIFT STATION; INSTALLATION OF SIPHONS WHERE SEWERS INTERFERE WITH DRAINAGE, ETC., IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. That the Commissioner of Streets and Public Improvements of the City of San Antonio be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant to Federal Works Agency-Public Works Administration of the United States Government for Government Construction Project of Sanitary Sewer Improvements-Construction of intercepting sewers to relieve overloaded sewers; extension of new trunk sewers to serve army posts, defense housing and suburban areas; construction of new Outfall Sewer lines and repair existing Outfall Sewer; elimination of one lift station; installation of siphons where sewers interfere with drainage, etc., in the City of San Antonio, Texas, and all other instruments in connection therewith.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941

C. K. QUIN

Attest:

M a y o r

Jas. Simpson  
City Clerk

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05-331

AN ORDINANCE (579)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE

(Continuation)

CONTRACT WITH H.R.F. HELLAND, J. W. BERETTA ENGINEERS, INC., MATTHEWS & KENAN, F. T. DROUGHT AND W. E. SIMPSON CO., ASSOCIATES, OF SAN ANTONIO, TEXAS, FOR ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF SANITARY SEWER IMPROVEMENTS - CONSTRUCTION OF INTERCEPTING SEWERS TO RELIEVE OVER LOADED SEWERS; EXTENSION OF NEW TRUNK SEWERS TO SERVE ARMY POSTS, DEFENSE HOUSING AND SUBURBAN AREAS; CONSTRUCTION OF NEW OUTFALL SEWER LINES AND REPAIR EXISTING OUTFALL SEWER; ELIMINATION OF ONE LIFT STATION; INSTALLATION OF SIPNONS WHERE SEWERS INTERFERE WITH DRAINAGE, ETC.

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 H.R.F. Helland, J. W. Beretta Engineers, Inc., Matthews & Kenan, F. T. Drought and W. E. Simpson Co., Associates, Engineers of San Antonio, Texas, for engineering services to be rendered in relation to the Construction Project of Sanitary Sewer Improvements-Construction of Intercepting Sewers to relieve overloaded sewers; Extension of new trunk sewers to serve army posts, defense housing and suburban areas; construction of new Outfall Sewer lines and repair existing Outfall Sewer; elimination of one lift station; installation of siphons where sewers interfere with drainage, etc., in the City of San Antonio, Texas, at a total fee of not to exceed \$118,680.00. The said fee to be paid from Federal Grant in accordance with Public Defense Application dated October 9th, A.D. 1941.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941.

C. K. QUIN  
M a y o r

ATTEST:

Jas. Simpson  
City Clerk

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05-337  
AN ORDINANCE (575)

GRANTING THE REQUEST OF MOST REV. ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND SUBSEQUENT YEARS ON LOTS 9, 10, 11, 12, 21, 22, 23, 24, IN BLOCK "F", NEW CITY BLOCK 2526.

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

1. That the property known as Lots 9, 10, 11, 12, 21, 22, 23, and 24, in Block "F", New City Block 2526, on Merida and Hazel Streets in the City of San Antonio, Bexar County, Texas, used for church purposes, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the Most Rev. Robert E. Lucey, Archbishop of San Antonio, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious purposes.

2. PASSED AND APPROVED this 9th day of October, A.D. 1941.

C. K. QUIN

M a y o r

Attest:

Jas. Simpson  
City Clerk

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