

said contract specified, NOW, THEREFORE:

3. If the principal party shall faithfully observe, perform and satisfy all of the terms, conditions, stipulations and undertakings of said contract, according to its intent and purpose; then and thereupon, this bond shall be and become null and void but otherwise it shall remain in full force and effect.

4. It is further agreed that this bond shall be a continuous obligation against the Principal and each member of said principal party thereto, and each and all of the Sureties thereon, and that successive recoveries may be had on the bond for each and every breach of this contract until the full amount thereon shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by the exercise, or the failure to exercise, by or on behalf of the City, of any right or remedy provided by the contract, or by law, or by ordinance.

5. Each Surety guarantees that all Sureties expected to sign this bond have signed it before delivery to the City.

6. WITNESS our hands and seal of any corporation subscribed hereto, at San Antonio, Texas, this the 31st day of December, A. D. 1931.

Humbert Collins  
Principal.

Eugene Fecci  
Principal.

Louis Giorgia  
Surety.

C. Fecci  
Surety.

Mrs. Minnie Giorgia  
Surety.

I have examined the solvency of the Sureties on this bond and recommend that it be approved by the Commissioners.

Frank H. Bushick  
Commissioner of Taxation.

The foregoing bond approved by Resolution of the Commissioners of the City of San Antonio, adopted on the 11 day of January, 1932.

Jas. Simpson  
City Clerk.

AN ORDINANCE **OH-59.1**

AMENDING SECTION TWO OF "JITNEY" ORDINANCE PASSED ON THE 1ST DAY OF JANUARY, A. D. 1921.

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

SECTION ONE: That an ordinance passed and approved October 19, 1931, and recorded in Ordinance Book H, pages 122-128, amending and revising all amendments to Section Two of an ordinance passed and approved December 1, 1921, and recorded in Ordinance Book F, pages 599-605, be and the same is hereby amended by adding the following to the SEVENTH ROUTE, as defined therein:

ADDITION TO SEVENTH ROUTE

Beginning at the regular terminal at Huisache Avenue and Montrose Avenue; Thence north on Montrose Avenue to Donaldson Avenue; Thence west on Donaldson Avenue to the Thomas Jefferson High School; Then returning over the same route in inverse order to Huisache Avenue and Montrose Avenue, the regular terminal of said SEVENTH ROUTE.

SECTION TWO: Said route shall be used, as provided in said ordinance, for transportation of the public between the hours of 7:30 A. M. and 6:30 P. M. on such days as the Thomas Jefferson High School is in regular operation and at such other times as special conditions require public transportation.

SECTION THREE: The ordinance hereby amended shall not <sup>be</sup> ~~affected~~ <sup>in</sup> any other manner than as specifically set out herein.

PASSED AND APPROVED, this 18th day of January, A. D. 1932.

ATTEST: Jas. Simpson.  
City Clerk.

C. M. Chambers.  
Mayor.

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

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

H. W. Connell, who being by me duly sworn, says on oath that he is Class  
Adv. Mgr. 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; January 20, 21,  
22, 23, 25, 26, 27, 28, 29, 30. 1932.

Sworn to and subscribed before me this February 11, 1932.

Edna Brown.

Notary Public in and for Bexar  
County, Texas.

CITY OF SAN ANTONIO, AND INTERNATIONAL BUSINESS MACHINES CORPORATION. POLICE STATION RADIO  
CONTRACT.

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

1. THIS AGREEMENT made and entered into this 18th day of February, A. D. One Thousand  
Nine Hundred and Thirty Two, by and between the City of San Antonio, a municipal corporation of  
the State of Texas, located in the County of Bexar, Party of the First Part, hereinafter termed  
"City", and International Business Machines Corporation, acting by its duly authorized agent,  
308 Main Avenue, San Antonio, Texas, Party of the Second Part, hereinafter termed "Contractor";  
said agreement being made pursuant to the Charter powers of said City and the Ordinances and  
Resolutions of its governing body; WITNESSETH:-

2. That the parties to these presents, each in consideration of the agreements on the  
part of the other herein made and referred to, have mutually covenanted and agreed, and hereby  
mutually covenant and agree, Party of the First Part for itself and its successors, and Party of  
the Second Part for itself or himself or themselves and his or their heirs, executors and admin-  
istrators, as follows, to-wit:-

3. The word "City Electrician" used herein shall mean the officer of the City of San  
Antonio designated as "City Electrician", and acting in such capacity at the time when the matter  
may arise; such City Electrician to act either personally or through his assistant, and the same  
acting only within the powers and authority on him conferred; and each and all of his acts being  
subject to the express approval of the Commissioners of the City of San Antonio, Texas.

4. The notice to Contractors, specifications, plans, elevations, profiles, drawings,  
instructions to bidders, advertisement for bids, the bid or proposal and the construction bond  
and other bonds, if any, made by Contractor, and the ordinances and resolutions of the City, all  
in so far as prepared for or relating to said work herein undertaken are hereby made a part and  
parcel of this agreement and are included in this contract as if rewritten or copied in full here-  
in, and shall be deemed to be comprehended in the term "included instruments" when hereinafter used.

5. The Contractor represents that he has examined, understands and hereby accepts the  
specifications and included instruments, and admits that the same are sufficient for their intend-  
purposes, and that said work can be executed successfully and completed in accordance therewith.  
Any work or materials omitted in the specifications and description of said work but the use of

which is implied, shall be included in this contract, and shall be furnished by the Contractor as if the same had been stated specifically, and without any additional charge to the City therefor.

6. The Contractor at its own cost shall make, finish and install ready for operation for said City in a good substantial and workmanlike manner the equipment herein described, all according to this contract and the included instruments, said equipment being described generally as follows:-

One complete 400 watt Western Electric Crystal Controlled Police Radio Transmitter, with a 2 wire matched impedance system suspended between the Plaza Hotel and the Alamo National Building, of the latest type and in accordance with the Federal Radio Commission, together with the following equipment:-

- 1 9B Radio Transmitter Crystal Controlled,
- 1 2B Rectifier,
- 1 #3A Tuning Unit,
- 1 B 90715 Quartz Crystal Frequency Control,
- 1 Complete set of vacuum tubes,
- 1 Spare set vacuum tubes,
- 1 Spare quartz Crystal,
- 1 #6061 A Speech Input equipment; and,

Equip 10 Police Cars with Philco Radio Receivers of the latest type; and not more than 30 Car Units at \$79.00 each complete installed with batteries upon notification.

7. Should any dispute arise between Contractor and said City Electrician or any official or officials of the City, as to the meaning of any part of said specifications or drawings, or as to the manner of execution of the whole or any part thereof, or as to the quality or quantity of any materials provided or work executed, the decision of said City Electrician in such matter shall be final and conclusive; and any doubt as to the meaning of any of said included instruments shall be explained and conclusively decided by said City Electrician, who shall give all directions, explanations or additional drawings requisite to give due effect to the same and to make clear any inconsistency, conflict or uncertainty therein.

8. All materials used for the purpose of said work shall be the best of the several kinds specified therefor, and such as may be approved by said City Electrician; and all of said work shall be executed in a good, thorough and workmanlike manner, under the direction and to the satisfaction in all respects of the said City Electrician; and if the work or any materials brought on the ground for use in said work, shall be condemned, either wholly or in part by said City Electrician as unsuitable or improper, Contractor shall forthwith remove all such condemned work and materials from the proximity of said work.

9. Neither the inspection by said City Electrician, or any inspector, officer, or employe of the City, nor any order, measurement or certificate by said City Electrician, nor any estimate or payment by the City for any part or proportion of said work, nor any extension of time, nor any possession of the work or premises taken by the City, or any officer or employe thereof at any time before acceptance, shall operate as a waiver of any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be taken and construed as cumulative, and in addition to all other rights and remedies.

10. Contractor shall not assign, transfer, convey, sub-let or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the Mayor, to be indorsed hereon or hereto attached; and Con-

tractor shall not assign by power of attorney or otherwise any of the moneys or other considerations to become due and payable by the City under this contract; unless by and with the like consent signified in like manner. And in any event whatsoever, whether by such consent, by operation of law or otherwise, any and all such assignments, transfer or sub-lettings, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided.

11. Said City Electrician may by his written order, approved by the signature of the Mayor, make alterations or modifications in the specifications and drawings for the work, such as may be deemed necessary in the progress of the work, and Contractor shall execute such work as so changed provided the entire cost of the work, including the changes required, shall not thereby be made to exceed the cost of said work as originally planned and specified and undertaken by Contractor, upon which question the decision of the City Electrician shall be final and conclusive.

12. Contractor shall be responsible for the complete performance of and compliance with this contract, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever; and shall deliver said structures, work and equipment to the City in a completed and perfect condition in accordance with this contract.

13. Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted materials, methods or processes used in the construction and completion of said work; and that he will ever hold the City free and harmless from any and all such claims by patentees or others on account of the use of any such materials, methods or processes.

14. Contractor covenants and agrees to guarantee and repair said work and all parts thereof included under this contract. Contractor shall and will so construct said work and use such materials in the construction thereof so that the same shall be and remain in good condition and repair for and during the full guaranty period of at least one year from and after the date of the certificate of the City Electrician evidencing the completion of said work and the acceptance by the City thereof; provided, however, that Contractor shall not be held liable under this article of this contract to repair any damage to said work resulting from fire or tornado or any act of God or public enemies; nor shall Contractor be so held liable under this article to repair any damage to said work when in the opinion of the City Electrician such damage is the result of excessive violence, loading or strain directed or imposed by person agencies and not in any respect or to any degree due or chargeable to defects of workmanship or materials, but on these matters last mentioned the opinion and decision of the City Electrician shall be final and conclusive.

15. In consideration of the faithful performance of this contract, and the construction, delivery and installation with guarantee of satisfactory operation, the City of San Antonio agrees and is hereby bound and obligated to pay \$8,750.00 to the Contractor out of its special Police and Fire Building Fund of 1928; the same being the price for said work named in the proposal of the Contractor as full compensation for everything to be done by the Contractor under this contract; and, also for all loss, damage or expense arising or incurred by the Contractor, in any manner out of the nature of said work or in the conduct of the same, or caused by the action of the elements, or any unforeseen obstruction or difficulty encountered in the prosecution of the work, or from any risk of any kind connected with the work, or any loss or expense resulting from any discontinuance of the work and also in all respects in full compensation for well and faithfully performing this contract and completing and surrendering to the City said work and the whole thereof; and for the guaranty and repair thereof; all as herein provided.

16. Contractor shall and will fully indemnify and hold harmless the City against all loss,

damages, costs and expenses on account of any claims, liens, suits or actions of whatsoever nature made, asserted or filed by any person, persons, firm or corporation, by reason of any labor, materials, or services furnished for the purpose of the work herein undertaken by Contractor.

17. The Contractor covenants to maintain said work and equipment and all parts thereof so that the same shall be in good condition for and during the full period of one year from and after the date of the Resolution of Acceptance by the City, so that at the end of said period and at all times prior thereto said work shall be in good serviceable condition free from defects which might impair the permanence and the use thereof, and the Contractor shall and will during all of said period upon notice given by the Commissioners of the City of San Antonio make good the guaranty and repair and reconstruct the same at his own cost and expense, except that the Contractor shall not be held liable under this article to replace tubes and batteries nor repair any damage to said work resulting from fire, hurricane, Act of God nor the public enemy, and the Contractor hereby agrees to execute with sureties and deliver to the City of San Antonio a Maintenance Bond for \$2,000.00, conditioned that the Contractor shall faithfully perform and observe all the terms, conditions and stipulations of this contract and included instruments, according to their intent and purpose insofar as the same relate to maintenance of said work.

18. All money payable under this contract is payable at the Office of the City Treasurer in the City Hall, and exclusive venue for all actions at law growing out of this contract is vested in the Courts of competent jurisdiction, in the County of Bexar, and State of Texas.

19. IN WITNESS WHEREOF, said City of San Antonio, First Party herein, has lawfully caused these presents to be executed, in duplicate, by the hand of C. M. CHAMBERS, Mayor of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk; and the said International Business Machines Corporation, acting by its duly authorized agent, Contractor, Second Party herein, does now sign, executed and deliver this instrument as the contract and agreement of said Second Party.

CITY OF SAN ANTONIO,

By: C. M. Chambers  
Mayor.

ATTEST:

Jas. Simpson  
City Clerk.

INTERNATIONAL BUSINESS MACHINES CORP.,

By: W. H. Niemann  
Agent.

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary.

(SEAL)

MAINTENANCE BOND:

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

KNOW ALL MEN BY THESE PRESENTS:-

20. That we, the International Business Machines Corporation, of San Antonio, Bexar County, Texas, as Principal, and The Aetna Casualty and Surety Company., as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipality of the County of Bexar, and State of Texas, in the sum of \$2,000.00, for the payment of which to be made in and to the City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally:-

21. The conditions of this bond are that whereas, the said International Business Machines Corporation, hereinafter called Contractor or Principal, has made and entered into a certain contract in writing with the City of San Antonio to make, finish and install ready for

operation certain structures, works and improvements generally described as One Complete 400 watt Western Electric Crystal Controlled Police Radio Transmitter, with its appurtenances and attachments, and for the performance and observance of other matters and things in connection with said work; and, therein entered into a covenant for the guaranty, maintenance and operation of said work included under said contract, all of which matters more fully appear in said contract and the included instruments;

22. NOW, THEREFORE, if the contractor, the Principal party to this obligation, shall faithfully observe and perform all of the terms and conditions and undertakings of said contract and included instruments, according to their tenor and effect insofar as the same relate to the guaranty, maintenance and operation of said work or any part thereof, or are applicable to any of the work required therefor or anything instant thereto;

23. Then and thereupon this obligation shall be null and void, but otherwise to remain in full force and effect;

24. And it is hereby stipulated that this bond shall be a continuous obligation against the principal and each party thereto, and that successive recoveries may be had herein for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety shall not be released in any manner nor diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or the failure to exercise by or on behalf of the City by any right or remedy provided in the contract or specifications or by law or by ordinance.

25. IN TESTIMONY WHEREOF, witness our hands and seals, this 24 day of February, A. D. 1932.

INTERNATIONAL BUSINESS MACHINES CORP.,

W. H. Niemann, Agent.  
Principal.

THE AETNA CASUALTY AND SURETY COMPANY,

By Lytle W. Gosling.  
Surety Resident Vice President.

ATTEST:

Attest Travis D. Bailey  
Resident Assistant Secretary.

(SEAL)

The foregoing bond is approved and accepted, this 27 day of February, A. D. 1932.

C. M. Chambers  
Mayor, City of San Antonio, Texas.

*(Over page 181)*

---  
AN ORDINANCE **OH-60**

AUTHORIZING THE SETTLEMENT OF THE CONTROVERSY WITH THE SAN ANTONIO IRRIGATION COMPANY AND CREATING A CONTRACT WITH CHARLOTTE CASSIN, SIDNEY J. BROOKS, CORA OGDEN AND OTHERS FOR AN EASEMENT ON MITCHELL LAKE AND OTHER PROPERTY.

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, a municipality of the State of Texas, the San Antonio Irrigation Company, a corporation of the State of Texas, Charlotte Cassin, a feme sole, Sidney J. Brooks, Cora Ogden, a feme sole, and May J. Kelso, a feme sole, all of the County of Bexar and State of Texas, the personal covenants hereof shall bind of all parties hereto, their successors, heirs, administrators, assigns and tenants, and the real covenants shall run with the land, for and in consideration of the obligations, liabilities and promises of the contracting parties, WITNESSETH:-

2. That the San Antonio Irrigation Company HAS GRANTED, SOLD AND CONVEYED, AND BY THESE