

AN ORDINANCE (2371) *OJ-138*

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

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

1. That the Mayor be and he is hereby authorized to execute the attached contract with the Bexar County Water Control & Improvement District No. 3, pertaining to sanitary sewers in said District.

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

C. Ray Davis  
Mayor Pro Tem

Attest: H. L. Dillashaw  
City Clerk

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AN ORDINANCE (2372) *05-139*

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

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

1. That an ordinance entitled "AN ORDINANCE REGULATING THE GOVERNMENT OF TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO", passed and approved on the 8th day of December, 1921, as amended, be and the same is hereby amended by adding to Rule 76, as follows:

2. "182. West Ashby Place at the intersection of Blanco Road.
- "183. North Gevers Street at the intersection of Canton Street.
- "184. East Mulberry Avenue at the intersection of Stadium Drive.
- "185. South Pecos Street at the intersection of Monterey Street.
- "186. West Avenue at the intersection of Olmos Drive.

3. This ordinance is hereby declared to be of urgent importance for reasons of public welfare apparent therefrom; and it shall take effect from and after the date of its passage.

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

C. Ray Davis  
Mayor Pro Tem

Attest: H. L. Dillashaw  
City Clerk

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AN ORDINANCE (2373) - 0J-140

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

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

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

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

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

C. Ray Davis  
Mayor Pro Tem

Attest: H. L. Dillashaw  
City Clerk

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AN ORDINANCE (2378)<sup>05</sup>-141

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

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

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

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

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

Maury Maverick  
Mayor

Attest: H. L. Dillashaw  
City Clerk

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AN ORDINANCE (2382) *OJ-142*

CREATING A CONTRACT FOR ARCHITECTURAL SERVICES IN CONNECTION WITH  
RENOVATION OF FIRE STATIONS IN THE CITY OF SAN ANTONIO.

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

1. That this ordinance creates and manifests a contract by and between the City of San Antonio, acting by and through its Mayor, Maury Maverick, duly authorized by this ordinance, hereinafter called "CITY", and Adams & Adams, hereinafter called "ARCHITECT", in terms as set out below.

2. Architect agrees to prepare all drawings and complete plans and specifications for the remodeling and renovation of and alterations to Fire Stations in the City of San Antonio, contained in WPA application.

3. The City agrees to pay Architect for the performance of the above services the sum of Six per cent (6%) of the reasonable cost of said remodeling, renovation and alterations, which cost shall not exceed the sum of \$10,000.00. The compensation shall be paid in several amounts, as follows: Two-thirds (2/3) of the contract price at the time of the completion of plans and specifications and filing of the WPA application; and, one-third (1/3) of the contract price payable proportionately as the work progresses, on estimates approved by the Commissioner of Police and Fire. The sum herein specified as the compensation for Architect shall be his entire compensation and there shall be no other or additional sums paid out as Architect's fees or commissions on and by virtue of this contract, either directly or by implication.

4. All drawings, specifications and other data and information created or collected as a result of operations under this contract shall be delivered to the City and shall be considered the exclusive property of the City, but the Architect may retain copies thereof for his own information, but shall not use them or allow them to be used by any one else in any other building without the consent of the City.

5. Architect shall perform his services to the exclusive and arbitrary satisfaction of the City.

6. The acceptance of this contract shall be manifested by the signatures below.

7. PASSED AND APPROVED this 3rd day of October, A. D. 1940.

Maury Maverick  
Mayor

Attest: H. L. Dillashaw  
City Clerk

8. ACCEPTED this            day of October, A. D. 1940.

ADAMS & ADAMS

By:

AN ORDINANCE (2383) *OJ-143*

MAKING A CONTRACT BETWEEN ALAMO HEIGHTS AND SAN ANTONIO TO HANDLE THE SEWAGE OF ALAMO HEIGHTS.

BE IT ORDAINED BY THE CITY COUNCIL OF ALAMO HEIGHTS; AND

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, of the County of Bexar and State of Texas, and the City of Alamo Heights, of the County of Bexar and State of Texas, in words and figures as follows:

2. San Antonio will take the sanitary sewage of Alamo Heights at the North boundary of San Antonio, transport it through the sewerage system of San Antonio, and treat it for disposal with the sewage of San Antonio.

3. Alamo Heights will pay the City of San Antonio at the office of the License and Dues Collector, City Hall, \$2500.00 yearly in advance to compensate for said services, said sum being estimated as the pro rata part based on a per capita basis of the actual operating expense of the disposal plant, and for any subsequent years having materially greater flow of sanitary sewage from the said Alamo Heights, said consideration shall be proportionately increased.

In order to provide a basis for estimating the increased flow it is agreed that the present agreement is made upon a basis of 1446 sewer connections in Alamo Heights and that for each additional 100 sewer connections the City of Alamo Heights will pay an additional \$175.00 per year. The City of Alamo Heights agrees to maintain an accurate record of its sewer connections and to make payments upon the basis of the number of sewer connections as of December 31st of each year. The first payment under this agreement due January 1, 1941 shall be \$2500.00.

4. The term of this contract shall extend from the first day of January, 1941 for five (5) years to the 31st day of December, 1945.

5. Alamo Heights conveys to San Antonio subject to the terms hereof, the title to the Sewer Line built by Alamo Heights in the City of San Antonio, extending from the North boundary line of San Antonio to the connection at Woodlawn Avenue and North St. Mary's Street and used by Alamo Heights and other additions and property owners as a line connecting with the San Antonio sewers; the City of San Antonio hereafter taking the whole responsibility for the upkeep, repair and maintenance of said entire sewer line.

6. Alamo Heights grants to San Antonio, and its assigns, for and during the time this contract may remain in effect and as herein stipulated, the right to use the surplus capacity of the sewer mains of Alamo Heights for the flow of sanitary sewage originating outside the limits of the City of Alamo Heights, whenever San Antonio may arrange to take such sewage for treatment and disposal under conditions stipulated by the San Antonio ordinances; PROVIDED all such connections to said Alamo Heights sewer mains from such outside territory shall be made only through sewer mains approved as to size, plan, specifications and location by the governing body of Alamo Heights, and PROVIDED FURTHER that no sewer connections, house connections or sewer mains from such outside territory shall be authorized by this contract or this paragraph, nor shall any flow of any sewage from such outside territory through Alamo Heights sewer mains be maintained, contrary to the will of said City of Alamo Heights, if and as long as owners of real property in any such subdivision or outside territory connecting with the Alamo Heights sewers, shall have failed to pay or cause to be paid any consideration

contracted in writing to be paid to the City of Alamo Heights for the privilege of connecting the sewer mains of such subdivision or outside territory to the Alamo Heights sewers; and PROVIDED FURTHER that the City of Alamo Heights reserves full rights, after reasonable notice to discontinue and disconnect any and all of such outside sewer mains hereafter authorized in the event this contract shall be or become ineffective, or in the event the governing body of the City of Alamo Heights shall be of the opinion that the full capacity of the mains concerned is reasonably needed for the accomodation of sanitary sewage of Alamo Heights or any part thereof; and to discontinue and disconnect at any time any and all such outside sewer mains as though heretofore authorized in the event any such consideration now owing to the City of Alamo Heights shall remain due and unpaid.

7. The rights under this contract are limited to the contracting parties and no other person shall have any right of action herein, or based hereon.

8. Alamo Heights will maintain careful inspection of its sanitary sewer system, and will stop the flow of any surface water, oil or anything detrimental to the sewerage system of San Antonio or which might impair the functions of its Sewage Treatment Plant; and it is the intent of this contract to limit it to the sanitary sewage of Alamo Heights.

9. San Antonio shall never be liable to Alamo Heights for pecuniary damages for failure to take the sewage of Alamo Heights into the sewerage system of San Antonio and the right of action therefor is waived as part of the consideration of this contract; provided that such waiver of damages shall not be construed to prevent the appropriate enforcement of this contract upon the part of Alamo Heights by injunction or other appropriate legal remedies, which remedies are herein specifically preserved and acknowledged by the City of San Antonio.

10. Alamo Heights shall levy annually a tax to pay San Antonio the consideration specified in this contract, and shall appropriate annually for each fiscal year the money to pay the rental in advance; and such rental is hereby fixed and declared as a current expense of Alamo Heights for each year.

11. This contract shall become effective immediately upon the adoption of the governing bodies of the contracting parties, as of the 1st day of January, 1941; and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this agreement, are superseded expressly by this contract and shall be null and void.

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

13. PASSED AND APPROVED by the City of San Antonio, this 3rd day of October, A. D. 1940.

Maury Maverick  
Mayor

Attest: H. L. Dillashaw  
City Clerk

14. PASSED AND APPROVED by the City of Alamo Heights, this        day of  
A. D. 1940.

\_\_\_\_\_  
Mayor of Alamo Heights

Attest: \_\_\_\_\_  
City Clerk

Amended 2-10-55  
Ord # 20956  
Ord Bk Aa Pg 558

AN ORDINANCE (2444) OJ-144

AN ORDINANCE MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, CONSOLIDATING AND AMENDING THOSE CERTAIN CONTRACTS AUTHORIZED BY ORDINANCES PASSED AND APPROVED AS OF JUNE 10, 1938, (AS AMENDED FEBRUARY 1, 1940) AND AS OF MARCH 23, 1939 (AS AMENDED MAY 27 AND MAY 29, 1939) PROVIDING FOR THE ELIMINATION OF UNFIT DWELLINGS, FOR THE FURNISHING OF CERTAIN MUNICIPAL SERVICES, ETC.

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

1. This ordinance creates and manifests the Contract entered into by and between the City of San Antonio (hereinafter called the "City") and the Housing Authority of the City of San Antonio, Texas-(hereinafter called the " Authority") whose name is subscribed hereto in acceptance and ratification hereof and made a part hereof for all purposes,- consolidating and amending those certain ordinances, passed and approved by the Commissioners of the City of San Antonio, (creating and manifesting certain contracts between the City and the Authority)

to-wit:

"An ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio for the elimination of unfit dwellings, for the furnishing of certain city services, etc.," passed and approved on June 10, 1938 and recorded in Ordinance Book "I";

"An ordinance amending an ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, for elimination of unfit dwellings, for the furnishing of certain city services, etc.," passed and approved on February 1, 1940 and recorded in Ordinance Book "J";

"An ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio for the elimination of unfit dwellings, for the furnishing of certain city services, etc.," passed and approved on March 23, 1939 and recorded in Ordinance Book "I";

"An ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio amending the ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio for the elimination of unfit dwellings, etc., passed and approved by the Commissioners of the City of San Antonio March 23, 1939" passed and approved on May 27, 1939 and recorded in Ordinance Book "I" and

"An ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio amending the ordinance making a contract between the City of San Antonio and the Housing Authority of the City of San Antonio for the elimination of unfit dwellings, etc., passed and approved by the Commissioners of the City of San Antonio March 23, 1939" passed and approved on May 29, 1939 and recorded in Ordinance Book "I".

2. WHEREAS, the Authority proposes to complete the development of and administer five low-rent housing projects (hereinafter called the "Projects") within the territorial limits

of the City, consisting, substantially, of the following number of dwelling units, each:

932 in Alazan Courts Project Tex-6-1  
 248 in Apache Courts Project Tex-6-1A  
 796 in Victoria Courts Project Tex-6-3  
 236 in Wheatley Courts Project Tex-6-4  
 342 in Lincoln Heights Courts Project Tex -6-5

and including a total of approximately twenty-five hundred fifty-four (2554) dwelling units;  
 and

3. WHEREAS, in connection with the development of the Projects, the Authority desires to eliminate unsafe or insanitary dwelling units situated within the territorial limits of the City substantially equal in number to the number of newly constructed dwelling units to be provided by the Projects; and

4. Whereas, the Authority has requested the City to co-operate with it and assist it in the elimination of such unsafe and insanitary dwelling units; and

5. WHEREAS, there exist in the City unsafe or insanitary dwelling units to a greater number than the number of new dwelling units to be included in the Projects, and it is necessary and desirable that the City should eliminate such unsafe or insanitary dwelling units to protect the health, safety and morals of the inhabitants of this City; and

6. WHEREAS, it is necessary that the present low-income occupants of unsafe or insanitary dwelling units be provided with new dwelling units at rentals they can afford to pay; and

7. WHEREAS, it is necessary to the public health, safety and welfare of the City that the present low-income occupants of unsafe or insanitary dwellings in the City be provided with safe and sanitary dwellings at rentals they can afford to pay; and

8. WHEREAS, the City will directly benefit from the construction of new dwelling units for families of low income and from the elimination of unsafe or insanitary dwelling units within the City; and

9. WHEREAS, the Housing Authorities Law of the State of Texas provides that "the property of an authority is declared to be public property used for essential and governmental purposes and such property and an authority shall be exempt from all taxes and special assessments of the city, county, the State or any political subdivision thereof", and by virtue of said provision all the property of the Authority is exempt from all taxation by the City and all other political subdivisions of the State of Texas; and

10. WHEREAS, the City desires to cooperate with the Authority in respect to the development and operation of the Projects by furnishing customary municipal services and facilities to the Projects and the tenants thereof without cost or charge to them and to cooperate in other ways with the Authority;

11. NOW, THEREFORE, in consideration of the premises and further in consideration of the mutual promises and undertakings hereinafter set forth, the City and Authority agree as follows:

12. The City agrees to eliminate unsafe or insanitary dwelling units of a number at least equal to the number of new dwelling units to be provided in the low-rent housing projects being developed by the Authority (less the number of unsafe or insanitary dwelling units to be eliminated from the sites of the Projects by the Authority during the development of the Projects), but in no event to exceed 3,750 unsafe or insanitary dwelling units.

13. The City agrees to eliminate such unsafe or insanitary dwelling units within the territorial limits of the City.

14. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in another;

15. By demolishing such dwelling units which are on land acquired by the City by purchase or otherwise, including demolition of such dwelling units on land purchased for any public uses; or

16. By causing the compulsory demolition, effective closing, repair or improvement of such unsafe and insanitary dwelling units; or

17. By inducing private owners voluntarily to eliminate such dwelling units.

18. In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Contract, there shall be included all unsafe or insanitary dwelling units eliminated under this Contract from the date hereof; provided, however, that all unsafe or insanitary dwelling units eliminated by the City or by the Authority, prior to the date of this Contract, but after September 1, 1937, will be counted as elimination under this Contract if the Authority is satisfied that such elimination was undertaken in anticipation of the execution of this Contract, or Contracts, it replaces.

19. In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Contract, the remedying of violations of local building codes or ordinances by compulsory action of the City, in so far as it results in the elimination of unsafe or insanitary dwelling units, shall be considered as elimination. The voluntary remedying of such violations shall not be considered as elimination.

20. For the purpose of this Contract a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these features, it is detrimental to safety, health or morals.

21.. The Authority agrees:

22. To advise the officers in charge of appropriate departments of the City of the existence of any unsafe or insanitary dwelling units in the City which the Authority finds as a result of its surveys or studies;

23. To make reports to the City, from time to time, regarding such matters; and

24. To co-operate with the City in securing the elimination of unsafe or insanitary dwelling units required hereunder.

25. The City agrees to cause its officers in charge of appropriate departments to make reports to the Authority from time to time regarding:

26. The action taken by the City in the elimination or repair of unsafe or insanitary dwelling units hereunder;

27. The dates of such action;

28. The location of such dwelling units; and

29. The condition of such dwelling units which made them unsafe or insanitary.

30. The Authority and the City agree that the elimination undertaken and required hereunder shall be considered as a part of the Projects.

31. The City agrees to complete the elimination required hereunder within one year from the date of physical completion of the respective Projects.

32. The City agrees that, during the period commencing with the date of the acquisition of any part of the site or sites for the Projects and continuing throughout the useful life of such Projects, or any part thereof, it will not levy, impose or charge any taxes, special assessments, service fees, charges or tolls against the Projects or against the Authority for or with respect to the Projects, and it will furnish, without cost or charge to the Authority or the tenants thereof, municipal services and facilities for such Projects and the tenants thereof, of the same character as those furnished without cost or charge for other

dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services, street maintenance, garbage, trash and ash collection and disposal, street lighting on public streets within any project and the boundaries thereof, and sewer services; that it will maintain in good repair and working order any and all municipal utilities and facilities, provided by it for the use and benefit of the Projects, or any part thereof, and the tenants thereof; and that it will maintain in good repair streets, roads and alleys which are within, adjacent or leading to the boundaries of any part of the Projects. The term "useful life of such Projects" as used in the foregoing, shall mean the period of physical usefulness of the Projects or any part thereof, for the purpose of providing dwelling accommodations, but in no event less than the number of years during which any of the bonds issued to aid in financing the development of the Projects shall remain outstanding.

33. The City agrees to plan or replan, zone or rezone (to an appropriate residential classification) any area in the City within which any Project or Projects shall be located and that it will vacate, furnish, dedicate, close, pave, install, grade or regrade, plan or replan any streets, roads, roadways, alleys, sidewalks or other places, which the Authority finds are necessary in the development of the Projects, in the area of any project or adjacent thereto.

34. The City agrees to waive such building and inspection fees as might be payable by the Authority if it is or becomes subject to the payment of such fees, and agrees to make such exceptions from building regulations and ordinances as are found by the Authority to be necessary in the development of the Projects, or any part thereof.

35. The Authority agrees to dedicate, and the City agrees to accept for municipal purposes, land which may be owned or acquired by the Authority and which the Authority determines to use for streets and alleys within the boundaries of any part of the Projects or for the purpose of providing ingress thereto and egress therefrom. The cost of the laying out, grading and paving of such streets and alleys shall be financed in such manner as may be agreed upon by the City and the Authority.

36. The Authority agrees that it will use its best efforts to develop the Projects as rapidly as possible and to operate and maintain such Projects for families of low income. The Authority agrees to keep the City fully informed as to the status of the Projects.

37. The City consents to the assignment of this Contract for the protection of the holders of any bonds issued to aid in financing the development of the Projects, but the City accepts no responsibility for the payment of interest on or principal of said bonds.

38. Upon the execution of this Contract by the Authority and the passage of this Ordinance by the City, the Contracts manifested in the ordinances above described under section one hereof shall be consolidated herein as one; provided, however, that such consolidation shall not impair or vitiate any acts performed, or proceedings taken thereunder prior to such consolidation but all acts or proceedings (not inconsistent with the provisions of this Contract) shall be continued under the provisions of this Contract, it being expressly understood and agreed that this Contract (consolidating said contracts and ordinances) is executed in lieu of and in continuation of such prior contracts and ordinances.

39. PASSED AND APPROVED this 17th day of October, A. D. 1940.

Maury Maverick  
Mayor

Attest: H. L. Dillashaw  
City Clerk

40. The Housing Authority of the City of San Antonio, Texas, hereby accepts and ratifies the above contract, and in witness whereof has caused this contract to be executed in

its corporate name by its Chairman and its corporate seal to be affixed and attested by its Secretary.

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS

By Robert D. Barclay

ATTEST: Ray Mackey  
Secretary

APPROVED AS TO FORM:

J. I. Kercheville  
City Attorney

APPROVED AS TO FORM:

James H. Graves  
Counsel for Local Authority

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AN ORDINANCE (2445) *OJ-145*

VACATING, CLOSING AND ABANDONING CERTAIN STREETS, ALLEYS AND AREAS OF PORTIONS THEREOF.

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

WHEREAS, there exists between the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, a contract represented by the cooperation agreement passed and approved June 10, 1938, as amended February 1, 1940, covering Apache Courts, Project Tex-6-1A; and

WHEREAS, said contract agreement provides in part as follows: "The City agrees to plan or replan, zone or rezone to an appropriate residential classification, any area in the City within which a Project or Projects shall be located, and that it will vacate, furnish, dedicate, close, pave (with the provision that paving is to be done at a price to be agreed upon by the City and Local Authority), install, grade or regrade, plan or replan any streets, roads, roadways, alleys, sidewalks or other places, which the Authority finds are necessary in the development of the Projects in the area of a Project or Projects or adjacent thereto"; and that the Authority will dedicate new streets, alleys and areas to the City for public use and municipal maintenance; and that the City will accept such dedication and maintenance; and

WHEREAS, by petition the said Authority has requested the City to vacate, close and abandon the streets and areas mentioned in the attached petition.

NOW THEREFORE BE IT ORDAINED: That

(1) That portion of San Patricio Street from the W. line of S. San Jacinto Street to a line 366.6 feet W. of and parallel with the said W. line of S. San Jacinto Street and being all of the area of said portion of San Patricio Street between E. part of NCB 3993 on the N. and E. part of NCB 3994 on the S.;

(2) That portion of Santiago Street between the W. line of S. Brazos Street and the E. line of S. San Jacinto Street and being all the area of said portion of Santiago Street between NCB 3545 on the N. and NcBs 3546 and 3549 and Casanova Street on the S.; and

(3) That portion of Casanova Street from the N. line of Chihuahua Street to the S. line of Santiago Street and being all the area of said portion of Casanova Street between NCB 3546 on the W. and NCB 3549 on the E.;

be and the said portions of said streets are hereby vacated, closed and abandoned.

PASSED AND APPROVED THIS 17th day of October, 1940.

Maury Maverick  
Mayor

Attest: H. L. Dillashaw  
City Clerk

Approved as to Form:

(Signed) J. I. Kercheville  
City Attorney

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AN ORDINANCE (2493) **OJ-146**

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE  
QUITCLAIM DEED TO LILLIE B. BARNES.

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

1. That the Mayor be and he is hereby authorized to execute a quitclaim deed, conveying to Lillie B. Barnes as her own separate property and for her own separate use and benefit, all of its right, title and interest in and to the following described property:

The East 25 feet of the South 55.87 feet of Lot Forty-three (43), City Block Two Thousand Ten (2010); Lot Fifty-four (54) and the West one-half of Lot Fifty-five (55), City Block Sixty-seven Hundred Twenty-five (6725; Lot Three (3), City Block Sixty-eight Hundred Fourteen (6814); and Lot Twenty-nine (29), City Block sixty-eight Hundred Fourteen (6814); and Lot Nine (9), City Block Sixty-nine Hundred Twenty-three (6923); all within the corporate limits of the City of San Antonio, in Bexar County, Texas;

the consideration for said conveyance being the sum of Twenty-three Hundred Sixty-one and ninety-six/one-hundredths (\$2361.96) Dollars.

2. PASSED AND APPROVED this 31st day of October, A. D. 1940.

Maury Maverick  
Mayor

Attest: E. L. Fries  
Ass't City Clerk

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AN ORDINANCE (2494) **OJ-147**

CONVEYING CERTAIN PARCELS OF LAND TO THE HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS.

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

WHEREAS, there exists between the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, a contract represented by the consolidated cooperation agreement passed and approved October , 1940; and

WHEREAS, said cooperation agreement provides for the mutual benefits to inure to each of said principals through the City cooperating in all practical ways with the Authority and the Authority, through such cooperation, thereby developing low-rent public housing projects for low-income families; and

WHEREAS, the City is the owner of certain parcels of land located within the area of the site of Victoria Courts, a low-rent public housing project being developed by the Authority; and

WHEREAS, it is the desire of the City to cooperate with the said Authority by conveying said parcels of land to said Authority, as requested in the formal resolution of said Authority evidenced by certified copy of said resolution hereto attached and marked Exhibit "A".

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

That in consideration of the sum of One (\$1.00) Dollar cash in hand paid by the Housing Authority of the City of San Antonio, Texas, and for other valuable consideration in the form of benefits received and to be received, the parcels of land hereinafter described located in San Antonio, Bexar County, Texas, be, and the same are hereby conveyed in fee simple to the Housing Authority of the City of San Antonio, Texas, and that the Mayor is hereby authorized and directed to execute in the name and as the act and deed of the City of San Antonio, and under its official seal, a deed conveying said parcels of land to the Housing Authority of the City of San Antonio, Texas, according to the provisions of this ordinance, said parcels of land being described as follows:

## TRACT NO. 1

All that certain triangular parcel of land, being all of lot 1, Block 7, NCB 711, originally bounded on the west by Pear Street, on the east by Victoria Street, and on the south by a continuation of the south line of Victoria Street to the east line of Pear street, and being the same parcel of land described in deed from R. McMonigal to the City of San Antonio, dated March 14, 1913, recorded in Vol. 414, page 307, Bexar County Deed Records, and designated as "Proposed Strip to be Exchanged with City" on plat of survey made by R. V. Smith, Surveyor, and attached to said deed; also the adjoining East one-half of Pear Street as designated on said plat.

## TRACT NO. 2

A part of lot 27, New City Block 1024, according to Block Map in the office of the City Assessor of the City of San Antonio, and shown on Block Map of the County Assessor of Bexar County as part of lot 23 in said block, and being more particularly described as follows, to-wit:

BEGINNING at the intersection of the south line of Santos Street with the east line of what was formerly Alder Street in said city; THENCE south along the east line of

what was formerly Alder Street a distance of One hundred seven and fifty-nine hundredths (107.59) feet to the intersection of what was the east line of former Alder Street with the north line of Garland Alley; THENCE west along the north line of Garland Alley a distance of Thirty-three and four-tenths (33.4) feet to the intersection of the west line of what was formerly Alder Street with the north line of Garland Alley; THENCE north along what was the west line of former Alder Street ; distance of One hundred seven and seventy-six hundredths (107.76) feet ,more or less to a point in the south line of Santos Street; THENCE east along the north line of Santos Street a distance of Thirty-three and four-tenths (33.4) feet to the place of beginning.

## TRACT NO. 3

East portion of lot 27, New City Block 1024, according to Block Map in the office of the City Assessor of the City of San Antonio, and shown on Block Map of the County Assessor of Bexar County, Texas, as the east part of lot 23 in said block, and being more particularly described as follows, to-wit:

BEGINNING at the intersection of the south line of Santos Street with the east line of what was formerly Alder Street in said City; THENCE south along the east line of what was formerly Alder Street a distance of One hundred seven and fifty-nine hundredths (107.59) feet, more or less, to the intersection of the east line of what was formerly Alder Street with the north line of Garland Alley; THENCE east along the north line of Garland Alley a distance of Seventy and fifty-two hundredths (70.52) feet, more or less, to the southeast corner of said City Block One Thousand Twenty-four (1024); THENCE in a northwesterly direction along the northeast boundary line of said City Block One Thousand Twenty-four (1024) a distance of One hundred twenty-one and seventy-nine hundredths (121.79) feet more or less, to the south line of Santos Street; THENCE west along the south line of Santos Street a distance of Seventeen and twenty-eight hundredths (17.28) feet, more or less, to the place of beginning.

PASSED AND APPROVED this 31st day of October, A. D. 1940.

Maury Maverick  
Mayor

Attest: E. L. Fries  
Ass't City Clerk

Approved as to Form:

James H. Graves  
Local General Counsel

Approved as to Form:

J. I. Kercheville  
City Attorney

AN ORDINANCE (2513) *OJ-148*

AN ORDINANCE EXTENDING FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, UNTO THE SAN ANTONIO BELT & TERMINAL RAILWAY COMPANY, ALL OF THE RIGHTS, PRIVILEGES AND FRANCHISES HERETOFORE GRANTED BY THE CITY OF SAN ANTONIO UNTO THE SAID SAN ANTONIO BELT & TERMINAL RAILWAY COMPANY, TO CONSTRUCT, MAINTAIN AND OPERATE CERTAIN RAILROAD TRACKS AND APPURTENANT FACILITIES WITHIN THE CITY OF SAN ANTONIO, UPON, ALONG AND ACROSS THE SAN ANTONIO RIVER AND VARIOUS STREETS, AVENUES AND ALLEYS OF THE CITY OF SAN ANTONIO, AS NAMED IN THE ORDINANCES MAKING SUCH GRANTS TO SUCH COMPANY. THE PURPOSE OF THIS ORDINANCE BEING TO GRANT AND EXTEND FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THIS DATE UNTO THE SAN ANTONIO BELT & TERMINAL RAILWAY COMPANY THE PRIVILEGES HERETOFORE GRANTED TO IT BY TWO SEPARATE ORDINANCES HEREINBELOW REFERRED TO, SO THAT IT MAY BRING THE GRANTS CONTAINED UNDER THE SAID ORDINANCES HEREIN MENTIONED UNDER ONE ORDINANCE, ALL OF SAID TRACKS BEING NOW USED AND OPERATED BY THE MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, AS LESSEE OF THE SAID SAN ANTONIO BELT & TERMINAL RAILWAY COMPANY AS PARTS OF ITS MAIN LINES, SIDE TRACKS, SWITCHING, INDUSTRIAL AND TERMINAL FACILITIES, IN THE CITY OF SAN ANTONIO, TEXAS.

## SECTION 1.

WHEREAS, the San Antonio Belt & Terminal Railway Company, acting under authority granted it by the City Council of the City of San Antonio through ordinances dated the 13th day of May, 1915 and the 25th day of September, 1916, has constructed as therein required, its certain main line tracks, together with necessary turnouts, side, switching and industrial tracks, terminal facilities and telephone and telegraph lines therein referred to, in the City of San Antonio, all of which are now being operated by the Missouri-Kansas-Texas Railroad Company of Texas, Lessee of the San Antonio Belt & Terminal Railway Company; and

WHEREAS, the ordinance first above referred to did, under the terms and provisions thereof, expire on the 12th day of May, 1940, and the ordinance last above referred to will, under the terms and provisions thereof, expire on the 24th day of September, 1941, and it is necessary in the public interest and for the public benefit, that the privileges and franchises granted in said ordinances be extended for a period of twenty-five (25) years from the effective date of this ordinance; and

WHEREAS, the said San Antonio Belt & Terminal Railway Company has made application to the City Council of the City of San Antonio for an extension of both of said ordinances hereinabove referred to;

THEREFORE:

## SECTION 2.

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

That the ordinance adopted by the City of San Antonio, approved by the Mayor of said City as of the 13th day of May, 1915, and entitled:

AN ORDINANCE CLOSING AND VACATING A CERTAIN PART OF LACHAPPELLE STREET AND OTHER STREETS OF THE CITY OF SAN ANTONIO AND GRANTING THE SAN ANTONIO BELT & TERMINAL RAILWAY COMPANY THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A DOUBLE TRACK, STANDARD GAUGE RAILROAD, INCLUDING THE NECESSARY TURNOUTS, SIDE TRACKS, SWITCHES AND TELEPHONE AND TELEGRAPH LINES, ON AND OVER THE PORTIONS OF SUCH STREETS SO VACATED, AND THE FURTHER RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A DOUBLE TRACK, STANDARD GAUGE RAILROAD, INCLUDING THE NECESSARY TURNOUTS, SIDE TRACKS, SWITCHES AND TELEPHONE AND TELEGRAPH LINES OVER AND ACROSS PROBANDT STREET,