

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

SATURDAY, MAY 23RD, A. D. 1936, 10:00 A. M.

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

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The Clerk read the following call, to-wit:

To The Commissioners of the  
City of San Antonio.

San Antonio, Texas.  
May 23rd, 1936.

Gentlemen:-

I have called you in Special Session this the 23rd day of May, A. D. 1936, at 11:30 A. M. for the purpose of submitting for your consideration the following to-wit:

- (1) AN ORDINANCE AMENDING SECTION 2 OF AN ORDINANCE DATED THE 1ST DAY OF DECEMBER 1921, ENTITLED "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION IN THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES, AS AMENDED".
- (2) AN ORDINANCE MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5, SOUTH SAN ANTONIO - AND THE CITY OF SAN ANTONIO TO HANDLE THE SEWAGE OF SAID DISTRICT.
- (3) AN ORDINANCE APPROPRIATING \$186.75 TO PAY SANBORN MAP COMPANY FOR REVISING MAP BOOKS IN ENGINEER'S DEPARTMENT.
- (4) AN ORDINANCE ACCEPTING THE PROPOSAL OF LEWIS-PATTEN CO. TO FURNISH ONE ALLIS CHALMERS MODEL NO. 54 ROAD MAINTAINER WITH EXTRAS.

Respectfully,

C. K. Quin.  
Mayor.

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

## AN ORDINANCE

AMENDING SECTION 2 OF AN ORDINANCE DATED THE 1ST DAY OF DECEMBER 1921, ENTITLED "AN ORDINANCE FOR THE PURPOSE OF REGULATING LOCAL STREET TRANSPORTATION OF PERSONS BY JITNEYS, MOTOR BUSES AND OTHER VEHICLES, AND PROHIBITING THE USE OF JITNEYS, MOTOR BUSES AND OTHER VEHICLES FOR SUCH TRANSPORTATION IN THE STREETS OF THE CITY OF SAN ANTONIO, EXCEPT AS HEREIN PROVIDED FOR, AND PROVIDING PENALTIES, AS AMENDED."

(For full text of this ordinance see Ordinance Book "H" page 543 ~~548~~ ).

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

AN ORDINANCE *MN-476*

MAKING A CONTRACT BETWEEN BEXAR COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 5 - SOUTH SAN ANTONIO - AND THE CITY OF SAN ANTONIO TO HANDLE THE SEWAGE OF SAID DISTRICT.

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

BE IT RESOLVED BY THE DIRECTORS OF THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 5:-

1. That this instrument creates and manifests a contract between the City of San Antonio,

County of Bexas and State of Texas, hereinafter called "CITY", and the Bexar County Water Control and Improvement District No. 5 - South San Antonio - hereinafter called DISTRICT, of the County of Bexar and State of Texas, in words and figures as follows:- WITNESSETH:-

2. The City of San Antonio will take the necessary sewage of the Bexar County Water Control & Improvement District No. 5 - South San Antonio - for a term of 30 years at a manhole in the City Outfall Sewer about 1,000 feet douth of Harding Boulevard, and transport the sewage through the sewerage system of the City, and treat it for disposal with the sewage of the City.

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

4. The District will put a meter with its equipment and appurtenances, approved by the City and operated under joint control with the City Engineer, at the injuction of the District sewer line and the City Outfall Sewer, to measure the quantity of sewage delivered to the City.

5. The District conveys to the City the fee simple title to the sewer line and its appurtenances, built by the District on property of the City or within the limits of the City.

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

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

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

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

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

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

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

as if expiration of the term.

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

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

15. It is ordered by a two-thirds vote of the full Board of Commissioners of the City of San Antonio that this ordinance shall receive final action without having been read at three several meetings of the Commission.

16. PASSED AND APPROVED by the City of San Antonio, on the 23rd day of May, A. D. 1936.

C. K. Quin.  
Mayor.

ATTEST: Jas. Simpson.  
City Clerk.

(SEAL)

17. ADOPTED by the Directors of the Bexar County Water Control and Improvement District No. 5 on this the 19 day of May, A. D. 1936.

L. J. Lassere  
Chairman of the Board of Directors  
of the Bexar County Water Control  
and Improvement District No. 5.

ATTEST: T. D. Stepleton  
Secretary of the District.

#### BOND

STATE OF TEXAS,  
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:-

1. That we, the Bexar County Water Control and Improvement District No. 5, as principal, and The Aetna Casulty and Surety Company, as surety, are held and firmly bound to the City of San Antonio in the full and just sum of \$2500.00, lawful money of the United States for the payment of which, well and truly to be made, the said principal and surety, jointly and severally, bind ourselves, our successors and assigns:

2. On the condition that the above bounden principal has entered into a contract of the date of May 19th, 1936, in which the said principal obligates itself to do and perform certain things, and to keep certain covenants, terms and stipulations of the said contract, concerning the connection with and the use of the sanitary sewerage system of the City of San Antonio, and to pay the City at the rate of \$20.00 for each million gallons of sewage put into the sewerage system of the City, all of which appears in said contract, NOW,

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

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

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

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

6. The term of this bond begins on the 19th day of May, 1936, and continues in force untill terminated or cancelled as hereinabove provided.

IN TESTIMONY WHEREOF, the principal has set hereunto the signature of its Chairman of the Board of Directors and its seal, and the said surety has caused these presents to be executed by its duly authorized representatives, and its corporate seal to be hereunto affixed, on this the 19 day of May, A. D. 1936.

ATTEST: T. D. Stapleton.  
The Secretary of the District.

(SEAL)

BEXAR COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 5,

By: L. J. Lassere.  
Chairman of the Board of  
Directors.

THE ATENA CASUALTY AND SURETY COMPANY,

BY: Lytle W. Gosling  
Resident Vice President.

ATTEST: Travis D. Bailey.  
Resident Assistant Secretary.

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

No.413

AN ORDINANCE *MN-477*

Appropriating \$186.75 to pay the Sanborn Map Company for revising Map Books on file in Engineer's Department.

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

The sum of One Hundred Eight-six and 75/100 (\$186.76) Dollars, be and the same is hereby appropriated out of the 1935 General Fund, Engineering Department, to pay the Sanborn Map Company for services rendered in revising the Map Books on file in the Engineer's Department, as per bills attached.

It is ordered by a two-thirds vote of the full Board of Commissioners of the City of San Antonio, that this Ordinance shall receive final action without having been read at three several meetings of the Commission.

PASSED AND APPROVED on the 23rd day of May, 1936.

C. K. Quin.  
Mayor.

ATTEST: Jas. Simpson.  
City Clerk.

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

No.414

AN ORDINANCE *-478*

ACCEPTING THE PROPOSAL OF LEWIS-PATTEN COMPANY AND APPROPRIATING THE SUM OF FOUR THOUSAND ONE HUNDRED AND SIXTEEN No/1000R SO MUCH OF SAID SUM AS MAY BE REQUIRED OUT OF THE 1935 GENERAL FUND.

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

The within proposal, insofar as it relates to One Allis Chalmers Model #54 Road Maintainer including extras only, of Lewis-Patten Co. to furnish the City of San Antonio, Street Maintenance Department, with One Allis Chalmers Model #54 Road Maintainer be and the same is hereby accepted, and that the Mayor be and he is hereby authorized to enter on said proposal an acceptance of same as above specified on behalf of and as the act of the City of San Antonio, Texas; and, that

the sum of Four Thousand One Hundred and Sixtee & No/100 Dollars, or so muc of said sum as may be required, be and it is hereby appropriated out of the 1935 General Fund, Street Maintenance Department, for the payment thereof.

PASSED AND APPROVED on the 23rd day of May, A. D. 1936.

C. K. Quin.  
Mayor.

ATTEST: Jas. Simpson.  
City Clerk.

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

APPROVED *C. K. Quin*  
MAYOR.

ATTEST: *Jas Simpson*  
CITY CLERK.