

AN ORDINANCE (4228).

AMENDING "AN ORDINANCE MAKING A LEASE BETWEEN THE CITY OF SAN ANTONIO AND R. H. HOLLAND COMPANY".

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

1. That the ordinance passed and approved on the 24th day of October, 1946, making a lease between the City of San Antonio and the R. H. Holland Company, be and the same is amended as follows:

2. Paragraph 2 shall hereafter read as follows:

"That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on September 1, 1946 and ending on August 31, 1947, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit: "

3. Paragraph 3 shall hereafter read as follows:

"Building 613. Said structure, located on Stinson Field, San Antonio, Texas is to be used for a photographic laboratory."

4. Paragraph 16 is amended by the addition of the following sentence:

"But the lien of the Lessor will be subordinate to the lien of the Reconstruction Finance Corporation on equipment placed in Building 613 on which the Reconstruction Finance Corporation will have fixed its lien according to law."

5. Except as herein amended, said contract is hereby ratified and confirmed.

6. This amendment shall be attached to and made a part of the contract heretofore executed.

7. PASSED AND APPROVED this 31st day of October, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 428

AN ORDINANCE (4229)

APPROPRIATING \$36,727.42 OUT OF THE 1946 GENERAL FUND, FOR PER DIEM PRAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$36,727.42, be and the same is hereby appropriated out of the 1946 General Fund, for per diem payrolls for the period ending October 31, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	1,950.75
TAXATION DEPARTMENT (Back Tax )	23.35
SANITATION, PARKS & PUBLIC PROPERTY	23,066.74
STREETS & PUBLIC IMPROVEMENTS	11,319.50
FIRE & POLICE DEPARTMENTS	367.08
	<hr/>
	36,727.42

PASSED AND APPROVED on the 4th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 429

AN ORDINANCE (4230)

APPROPRIATING \$717.00 OUT OF THE PARK REVENUE BOND - 1945 FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$717.00, be and the same is hereby appropriated out of the PARK REVENUE BOND - 1945 FUND, for payroll for

the Willow Springs Golf Course for the period ending October 31, 1946, in the amount of \$717.00.

PASSED AND APPROVED on the 4th day of NOVEMBER 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 430

AN ORDINANCE (4231)

APPROPRIATING \$767.70 OUT OF THE 1946 GENERAL FUND - SEWAGE PLANT DEPARTMENT, IN PAYMENT OF 15 ONE TON DRUMS OF LIQUIFIED CHLORINE, AND FREIGHT CHARGES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$767.70, be and the same is hereby appropriated out of the 1946 General Fund - Sewage Plant Department, in payment of 15 one ton drums of liquified chlorine, in drums at \$2.00 per cwt., FOB Corpus Christi, Texas, as per contract accepted May 16, 1946, and payment of the freight thereon, the above amount payable as follows:

Peaslee-Gaulbert Corporation	\$ 623.70
Texas & New Orleans Railroad	144.00
	<hr/>
	\$ 767.70

PASSED AND APPROVED on the 4th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

A RESOLUTION (4232)

AUTHORIZING THE PURCHASING AGENT TO MAKE AN EMERGENCY PURCHASE.

BE IT RESOLVED by the Commissioners of the City of San Antonio, that, the Purchasing Agent is hereby authorized to make an Emergency Purchase from H. W. Lewis Equipment Company, 431 Hoefgen Ave., San Antonio, Texas, of One Crank Shaft for Allis-Chalmers Crawler Type Tractor used in dragging garbage at City Garbage Dump.

PASSED AND APPROVED this 4th day of November, A. D. 1946.

/s/ Gus B. Mauermann  
Gus B. Mauermann  
M A Y O R

ATTEST:

/s/ Frank W. Brady  
Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 431

AN ORDINANCE (4233)

APPROPRIATING \$3,810.25 OUT OF THE 1946 GENERAL FUND - VARIOUS DEPARTMENTS TO PAY FOR INDEPENDENT HIRE OF TEAMS AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,810.25 be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay for Independent Hire of Teams & Trucks for the period of October 16, 1946 thru October 31, 1946, inclusive, as per approved Engineer's estimates on file in the City Auditor's Office out of the following Departments:

Parks & Plazas	\$ 110.50
Garbage & Sanitation	\$ 147.00
Street Maintenance	\$3,552.75
	<hr/>
	\$3,810.25

PASSED AND APPROVED on the 4th day of October 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady, City Clerk

\* \* \*

APPRO. NO. 432

## AN ORDINANCE (4234)

ACCEPTING THE PROPOSAL OF THE WAR ASSETS ADMINISTRATION TO FURNISH BRIDGE STEEL FOR RALPH STREET BRIDGE OVER SAN PEDRO CREEK AND APPROPRIATING THE SUM OF \$5096.00 IN PAYMENT THEREFOR.

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

1. That the proposal of the War Assets Administration, Richmond, Regional Office, East End 4th Street, Richmond, Virginia, dated October 25, 1946, for furnishing 8 sets of bridge, fixed, steel railway, I-beam, 35 foot span at \$637.00 each, FOB cars Richmond, Virginia, be and the same is hereby accepted.

2. That \$5096.00 is appropriated hereby out of the 1946 General Fund, Emergency Street and Bridge Department in payment for this material, to be paid to War Assets Administration, Richmond Regional Office, Richmond, Virginia.

3. PASSED AND APPROVED this 4th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 433

## AN ORDINANCE (4235)

APPROPRIATING THE SUM OF \$4185.54 PAYABLE TO NEWMAN WRECKING AND SALVAGE COMPANY, 1501 ABBEY AVENUE, CLEVELAND, OHIO.

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

1. That the sum of \$4185.54 is appropriated hereby out of the 1946 General Fund, Emergency Street and Bridge Department, payable to the Newman Wrecking and Salvage Company, 1501 Abbey Avenue, Cleveland, Ohio, in payment for 36.396 tons of bridge steel at \$115.00 per ton, FOB cars in Cleveland, Ohio, in accordance with Ordinance passed and approved by the Commissioners of the City of San Antonio, on Thursday, October 24, 1946.

2. PASSED AND APPROVED this 4th day of November, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

## AN ORDINANCE (4236)

MAKING AND MANIFESTING LEASE CONTRACT BETWEEN THE TEXAS & NEW ORLEANS RAILROAD COMPANY AND THE CITY OF SAN ANTONIO WHEREBY THE RAILROAD LEASES TO THE CITY OF SAN ANTONIO FOR THE TERM OF THREE YEARS FROM NOVEMBER 1, 1946, A PORTION OF THE PROPERTY KNOWN AS CAMP CUSHING TO BE USED BY THE CITY IN COOPERATION WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO AS A VETERAN'S EMERGENCY HOUSING PROJECT UNDER CONTRACT DATED THE 21ST DAY OF AUGUST, 1946, BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE COMMISSIONER OF FEDERAL HOUSING AUTHORITY & THE CITY OF SAN ANTONIO.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, this ordinance makes and manifests the following lease contract between the Texas & New Orleans Railroad Company and the City of San Antonio, said contract being attached hereto and being made a part hereof for all intents and purposes.

PASSED AND APPROVED on the 4th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

LEASE BETWEEN TEXAS & NEW ORLEANS RAILROAD COMPANY AND CITY  
OF SAN ANTONIO.

This lease made and entered into on this the 30th day of October in the year One Thousand Nine Hundred and Forty-six by and between the Texas & New Orleans Railroad Company, whose address is Southern Pacific Building, Houston, Texas, for itself, its successors and assigns, hereinafter called the Lessor, and the City of San Antonio, hereinafter called City, WITNESSETH:

The parties hereto, for the considerations hereinafter mentioned, covenant and agree, as follows:

1. The Lessor hereby leases to the City the following described property situated within the city limits of the City of San Antonio, Bexar County, Texas, described as follows, to-wit:

Bounded on the North by the right-of-way of the Texas & New Orleans Railroad Company; bounded on the West by Edgar Street; bounded on the East by Locke Avenue and bounded on the South between Edgar Street and Locke Avenue as follows:

The South side of Lots 11 and 25 in City Block 1249; the South and East side of Lot 9, Block 24, City Block 1248; the South side of Lot 8, Block 54 City Block 1248; the South side of Lots 1 and 2 in City Block 1247; the East side of Lot 2, City Block 1247; the central line of Muegge Street from the east line of Lot 2, Bloc, 1247, extended to the center line of Locke Avenue; T The above streets and avenues and the streets and avenues contained within the track, have been proposed but never opened and dedicated. Said described property includes Lots 1 to 11, inclusive, and 14 to 25, inclusive, in City Block 1249, Lots 1 to 9, inclusive, in Block 24, City Block 1248, Lots 1 to 8, inclusive, in Block 54, City Block 1248; all of City Blocks 1238, 1239, 1237, 1240 and Lots 1 and 2 in City Block 1247, together with all proposed, unopened and undedicated streets included in the property above described.

same being a portion of property known as Camp Cushing to be used by the City in cooperation with the Housing Authority of the City of San Antonio as a one hundred unit Veteran Emergency Housing Project under a contract dated the 21st day of August, 1946, between the Government of the United States of America, acting by and through the Commissioner of the Federal Public Housing Authority, and the City of San Antonio in which contract the improvements now located on the property above described have been transferred to the City.

2. To have and to hold the said premises with their appurtenances for the term beginning November 1, 1946, and ending on October 31, 1949.

3. It is understood and agreed that the City will charge annual ground rent on the family dwellings and dormitories on a basis of \$15.00 per year per family dwelling unit and \$3.00 per year per dormitory unit as authorized in said contract dated the 21st day of August, 1946, and that the City will deposit all funds derived from ground rental in a special banking account with the Alamo National Bank of San Antonio, Texas, as an escrow. It is understood and agreed that out of the sums collected for ground rental that Lessor shall be paid a rental of \$250.00 per year, payable at the end of each contract year hereunder, and that the first payment of \$250.00 shall be due on the 31st day of October, 1947, and that the further sum of \$250.00 shall be due and payable to Lessor on the 31st day of October of each year thereafter during the term of this lease. It is understood and agreed that the balance of the funds collected from ground rental, as provided herein, will remain on deposit in said special bank account and will be and will stand as security to Lessor for the performance of the covenant to surrender possession to Lessor, as provided herein, and in the event of breach of the covenant to surrender possession hereunder said sum so held in escrow shall be paid to Lessor.

4. It is understood and agreed that the City shall have a period of three months from and after the first day of November, 1949, within which to remove from the real estate herewith leased all improvements thereon. The City shall reduce, or cause to be reduced, the temporary dwelling accommodations to parts not greater than flat panels and no part of the salvage shall be removed from the leased premises until all improvements and structures

placed on the leased premises have been dismantled and Lessor shall have a lien on all salvage and all property situated on or removed from the leased premises to insure the removal of all buildings and improvements from the leased premises within said three months period. In the event the City fails to completely remove therefrom, in said three months period, all of such improvements, then it is understood and agreed that full title to all of the salvage materials, buildings and improvements on the leased property shall forthwith vest in Lessor. The City shall not remove any part of the salvage materials until all improvements have been reduced to salvage preparatory to removal therefrom so as to insure Lessor that the valuable parts of the salvage will not be removed from the property leaving Lessor with the burden of removing worthless parts. It is understood, however, that the title of the railroad to such improvements shall be subject to the terms and provisions of said contract between Commissioner of Federal Public Housing Authority and the City of San Antonio and that the railroad company shall wreck and salvage the improvements on said property in accordance with the terms of said contract, but the title to all of the terms of said contract, but the title to all of the property and salvage so derived shall be in Lessor to cover the cost of wrecking and expenses incurred by the railroad company, and as liquidated damages to the railroad company for the City's breach of its agreement to surrender possession of the property in accordance with the terms of this contract.

5. It is agreed that the City will notify the Office of Price Administration of the terms of this lease, and will secure an advance ruling that a certificate of eviction will issue, and the City will give advance notice of the right of possession of the railroad in accordance with the terms of this contract so as to permit the ouster of all tenants in occupancy of any portion of leased premises on the termination of this lease. The City hereby covenants that all subleases on any part of the property here leased will be terminated on or before the 31st day of October, 1949, so that the property herewith leased will be delivered to Lessor on the 1st day of November, 1949, free and clear of all tenants and of all property of tenants.

6. It is understood and agreed that the City will provide an access road or roads to the property not involving the use of a grade crossing over the lines of the railroad of the Texas & New Orleans Railroad Company. The City will close and eliminate the present grade crossing used as access to the property in order to prevent the hazard which would otherwise exist.

7. It is understood and agreed that the City will erect a fence eight feet high along the boundary of the property herewith leased where said property adjoins the railroad right-of-way or railroad property separating the railroad right-of-way from the tract herewith leased, or will increase the height and properly relocate the present fence on said property so as to make it eight feet high by the addition of two or more strands of barbed wire spaced not more than six inches apart.

8. It is understood and agreed that the payment of \$250.00 a year as rental for the property hereinabove described is a mere nominal rental in view of the value of the property, and it is recognized by the parties hereto that said rental is not an adequate rental in consideration of its true value. It is further understood and agreed that the property herewith leased has been acquired by Lessor for railroad purposes and particularly for the purpose of extending its classification and switching yard which lies west of the property herewith leased and that such property was acquired by the railroad at great trouble and expense over a considerable period of time in connection with other adjacent property for use in extension of said classification and switch yard. That the lease of this property by the railroad company is made for the sole purpose of assisting the City of San Antonio in providing emergency housing in connection with a housing shortage and it is distinctly agreed and understood that said property is to be used for housing on a temporary basis only. Said property is not

suitable for the location of a permanent housing project, and the continued retention of the property beyond the period of this lease may seriously impair the operation of the line of railroad operated by Lessor, and it is of utmost importance to the railroad that said property be available for future use in connection with the extension of its classification and switching yards at San Antonio, Texas.

9. It is further distinctly agreed and understood, as a condition precedent to this lease, and as a condition without which this lease will not be effective, that on or before the 1st day of November, 1946, the City will secure a new contract with the Commissioner of Federal Public Housing Authority or will enter into a contract supplemental to contract entered into on the 21st day of August, 1946, by the terms of which it will be provided:

A. That title to improvements shall vest absolutely in the City upon improvements being completed for occupancy and that the provisions of paragraph 2.02 of said contract providing that the City shall not sell or otherwise convey or dispose of the project development under said contract without the written consent of F.P.H.A. will be modified so as to give specific authority to the City to agree in this lease with the railroad that the title to all of the property embraced in the project will pass to the railroad company if the City fails to dispose of and remove said property within three months after the end of the 31st day of October, 1949.

B. That paragraph 2.05 of said contract shall be amended so as to provide that the City shall deposit all sums collected as to ground rent under the provisions of paragraph 2.04 in the Alamo National Bank of San Antonio, Texas, as an escrow to guarantee the performance by the City of its covenant to surrender possession of leased premises at the end of the term and to remove all improvements from the leased property.

C. That paragraph 3.01 of said contract dated 21st day of August, 1946, shall be amended so as to provide that the City shall dispose of and remove improvements within three months after November 1, 1949, instead of within two years after the termination of the emergency as provided in said paragraph 3.01.

This lease shall not become effective until approved by the proper officer of the Federal Public Housing Authority.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

TEXAS & NEW ORLEANS RAILROAD COMPANY

Approved as to Form:

By E. A. Craft  
Lessor

Baker, Botts, Andrews & Walne,  
General Counsel.

CITY OF SAN ANTONIO

By Gus B. Mauermann  
Mayor  
Lessee

\* \* \*

AN ORDINANCE (4237)

MAKING CONTRACT WITH CLAUDE ANIOL DOING BUSINESS AS CLAUDE ANIOL AND ASSOCIATES AND THOMAS F. CONROY, INC.

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

1. That this Ordinance creates and evidences a contract between the City of San Antonio and the advertising agencies of CLAUDE ANIOL, doing business as CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC., a Texas Corporation, for preparation and placement of advertising for the City of San Antonio, as recommended by the MUNICIPAL ADVERTISING COMMISSION of the City of San Antonio, all of the County of Bexar and State of Texas;

W I T N E S S E T H:

2. That the City of San Antonio shall provide funds to be spent during the period beginning this date and ending May 31, 1947, for advertising in various publications, outdoor advertising, other printed or illustrated advertising matter, or any other advertising media to be specifically approved and authorized by the MUNICIPAL ADVERTISING COMMISSION, and the MAYOR and COMMISSIONERS of the City of San Antonio in the amount of \$75,000.00 or more.

3. That the advertising agencies of CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC., agree to prepare copy and lay-outs for advertisements in magazines and periodicals, booklets,

other printed and illustrated matter or any other media advertising which shall be specifically authorized by the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS of the City of San Antonio. The advertising agencies of CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC. also agree to place said advertising in the various advertising media to be specifically authorized during the period from this date to May 31, 1947, by the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS of the City of San Antonio.

4. That the details of division of work on this campaign shall be agreed upon between the advertising agencies of CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC. in such a manner that approximately half of all funds appropriated by the City of San Antonio for advertising during this period shall be expended through each agency.

5. None of the services of CLAUDE ANIOL and ASSOCIATES or THOMAS F. CONROY, INC. shall, under this contract, establish any obligation on the City of San Antonio or the MUNICIPAL ADVERTISING COMMISSION other than that of paying for the services and materials herein provided for and the cost of preparation and publication of such items of advertising as may be specifically and jointly approved by the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS of the City of San Antonio. Neither agency above mentioned shall have any authority to make advertising contracts or incur any expense or obligation for the MAYOR and COMMISSIONERS or the MUNICIPAL ADVERTISING COMMISSION except those specifically and jointly authorized by the MAYOR and COMMISSIONERS and the MUNICIPAL ADVERTISING COMMISSION of the City of San Antonio.

6. That it is agreed that CLAUDE ANIOL and ASSOCIATES or THOMAS F. CONROY, INC., shall each be entitled to receive a standard agency commission of 15% on all advertising prepared and placed by them and on all costs of preparing printing or illustrated advertising matter such as the cost of art work, engraving, electro-typing, typography, photography, printed or other similar costs incident to the preparation of said advertising contemplated by this agreement, said commissions to be paid by the advertising media or the suppliers or furnishers of said materials or services, provided, however, should any advertising media or supplier not pay a commission or should any such media or supplier pay less than the standard agency commission of 15%, then the City of San Antonio agrees to pay to CLAUDE ANIOL and ASSOCIATES, or THOMAS F. CONROY, INC., on all such media advertising, materials or services prepared and furnished by them, where no commission is paid by the advertising media or supplier, the full 15% agency commission, or if a commission less than the standard agency commission of 15% is paid by the media or supplier, then the City of San Antonio will pay the difference between the commission actually paid and the standard agency commission of 15%.

7. That it is agreed that CLAUDE ANIOL and ASSOCIATES, and THOMAS F. CONROY, INC. may be required to do (a) research work requisite and necessary to ascertain facts and figures, not readily available, to be used in connection with advertising contemplated by this agreement; (b) publicity and promotional work; and (c) prepare copy for booklets and other printed matter; and for such services when performed, after first having been authorized by the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS of the City of San Antonio, said agency performing such services aforesaid shall be paid therefor by the City of San Antonio an agency charge or fee, to be approved by the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS of the City of San Antonio.

8. That it is agreed that all bills for advertising media or services, mechanical costs, and printed matter authorized by the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS shall be paid by the City of San Antonio to CLAUDE ANIOL and ASSOCIATES or THOMAS F. CONROY, INC. on requisition approved by the MUNICIPAL ADVERTISING COMMISSION, supported by the purchase order of the agency concerned, memorandum invoices and galley-proofs or other

evidence, from the publication, media or supplier involved. Payment of each bill shall be made by the City of San Antonio sufficiently in advance of publication date of advertising or material purchased or services rendered to allow the contracting agency time for cancellation of its order should the bill not be passed for payment by the MAYOR and COMMISSIONERS.

9. That it is further agreed that the advertising agencies of CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC. shall within a reasonable time after a requisition shall have been paid by the City of San Antonio, conform all expenditures under said requisition by receipted invoices and checking copies or other evidence of advertising material represented thereby for checking by the auditor of the City of San Antonio.

10. That it is agreed that in event CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC. should, in the opinion of the MUNICIPAL ADVERTISING COMMISSION and/or the MAYOR and COMMISSIONERS of the City of San Antonio fail to render satisfactory services under the terms of this contract, at any time thereafter the MUNICIPAL ADVERTISING COMMISSION and the MAYOR and COMMISSIONERS may at their option terminate this agreement upon giving thirty days notice in writing to both of said agencies. Should this contract be terminated for any reason whatsoever the agencies agree to cancel immediately all commitments made for advertising for the City of San Antonio and the City of San Antonio agrees to pay to each agency for the services performed, materials furnished and space contracted for by it, as follows:

(a) All services and work performed and material costs incurred prior to the effective date of cancellation of this contract shall be paid for by the City of San Antonio in accordance with the appropriate compensation clauses of this agreement;

(b) The City of San Antonio shall pay for all advertising published prior to effective dates of such cancellation and on all advertising which has been contracted for and is not cancellable because of publisher's dead-lines and all short rates which may apply as a result of cancellation;

(c) All advertising material which has been prepared for publication but is not published shall be paid for by the City of San Antonio on the basis of 15% of the space cost which would have applied had the material been published.

11. It is not the intention of this contract to create the relation of principal and agent between the parties hereto, but CLAUDE ANIOL and ASSOCIATES and THOMAS F. CONROY, INC. shall each have the status of an independent contractor.

12. This contract shall be performable exclusively in the County of BEXAR, State of TEXAS, and all payments here under shall be made at the office of the CITY TREASURER.

13. This instrument in writing constitutes the entire agreement between the parties hereto, there being no other written or parole agreement with any officer or employee of the City of San Antonio; it being understood that the charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance before the city is bound.

14. Passed and approved this 7th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

CLAUDE ANIOL AND ASSOCIATES

By /s/ Claude G. Aniol, Owner

THOMAS F. CONROY, INC.

By /s/ Thomas F. Conroy, President

MUNICIPAL ADVERTISING COMMISSION

By /s/ Arthur E. Biard  
Chairman

Approved as to Form

Cobbs, Jr.  
City Attorney

\* \* \*

APPRO. NO. 434

## AN ORDINANCE (4238)

APPROPRIATING \$15,954.96 OUT OF U. S. GOVERNMENT TAX  
ACCOUNT TO PAY WITHHOLDING TAXES FOR THE MONTH OF  
OCTOBER 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$15,954.96, be and the same is hereby appropriated out of the U. S. Government Tax Account, payable to the National Bank of Commerce for credit to account of Federal Reserve Bank of Dallas, Texas, Fiscal Agent of the United States, Withheld Taxes, being amount deducted from the payrolls for the month of October 1946.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

MAYOR

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 435

## AN ORDINANCE (4239)

APPROPRIATING \$2,367.92 OUT OF WATER IMPROVEMENT DISTRICT  
NO. 2, SINKING FUND FOR REFUND OF TAXES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,367.92, be and the same is hereby appropriated out of Water Improvement District No. 2 Sinking Fund, to refund to the person or persons, as shown on the attached list, being seven-twelfths of Water Improvement District No. 2 Taxes for the year 1945 paid to Bexar County, in accordance with an Ordinance-Contract of Assumption of the System passed and approved on the 29th day of December, A. D., 1945.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

MAYOR

Frank W. Brady  
City Clerk

Approved as to Form

Cobbs, Jr.  
City Attorney

\* \* \*

APPRO. NO. 436

## AN ORDINANCE (4240)

APPROPRIATING \$117.60 OUT OF THE 1946 GENERAL FUND - STREET  
MAINTENANCE DEPARTMENT TO PAY H. B. ZACHRY COMPANY FOR 2352  
CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$117.60 be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department in payment to H. B. Zachry Company for 2352 cubic yards of gravel at 5¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio on December 23, 1943, to furnish the City with gravel from Zachry Pit, this being the 1st. and final Estimate on file in the City Auditor's Office.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

MAYOR

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 437

## AN ORDINANCE (4241)

APPROPRIATING \$262.65 OUT OF THE 1946 GENERAL FUND - STREET MAINTENANCE DEPARTMENT TO PAY THURMAN BARRETT FOR 5253 CUBIC YARDS OF GRAVEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$262.65 be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department in payment to Thurman Barrett for 5253 cubic yards of gravel at 5¢ per cubic yard, in accordance with proposal accepted by the City of San Antonio on March 7, 1946, to furnish the City with gravel from Barrett Pit located on Palo Alto Road, north of Gillette Blvd., this being the 1st. and final Estimate on file in the City Auditor's Office.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 438

## AN ORDINANCE (4242)

AUTHORIZING THE PAYMENT AND APPROPRIATING THE SUM OF \$1,483.92 OUT OF THE 1946 GENERAL FUND, EMERGENCY STREET & BRIDGE DEPARTMENT, FOR ONE CARLOAD OF BRIDGE LUMBER IN PAYMENT TO J. D. DICKENS, 215 - 4TH STREET, SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the payment be authorized for One carload of Bridge lumber, 16488 Bd. Ft., @ \$90.00 - or \$1,483.92, purchase of same having been authorized as an Emergency Purchase at the City Council Meeting held October 7th., 1946, and that the sum of \$1,483.92, be, and the same is hereby appropriated out of the 1946 General Fund, Emergency Street and Bridge Department, in payment for same to J. D. Dickens, 215 - 4th Street, San Antonio, Texas.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

## AN ORDINANCE (4243).

AMENDING "AN ORDINANCE REGULATING HOURS OF WORK AND VACATIONS AND PAY IN THE POLICE AND FIRE DEPARTMENTS OF THE CITY OF SAN ANTONIO" TO ALLOW THE ACCUMULATION OF 63 DAYS SICK LEAVE.

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

1. That an ordinance entitled "AN ORDINANCE REGULATING HOURS OF WORK AND VACATIONS AND PAY IN THE POLICE AND FIRE DEPARTMENTS OF THE CITY OF SAN ANTONIO", passed and approved on the 8th day of June, A. D. 1939 and recorded in Ordinance Book I, page 422, be amended by changing paragraph 8 so that hereafter paragraph 8 of said ordinance shall read as follows:

2. "8. Each member of either the Fire or Police Department of the City of San Antonio shall be entitled to not more than 21 days sick leave with pay in each calendar year. The annual sick leave specified herein shall be cumulative for 3 years, but when sick leave has accumulated a total of 63 days, the accumulation shall stop until the amount of unused sick leave has fallen below 63 days, at which time the accumulation shall be resumed until a total of 63 days has been reached again."

3. All ordinances and parts of ordinances in conflict herewith are repealed hereby.

4. PASSED AND APPROVED this 7th day of November, A. D. 1946.

ATTEST:  
Frank W. Brady  
City Clerk

Gus B. Mauermann

M A Y O R

\* \* \*

APPRO. NO. 439

AN ORDINANCE (4244)

APPROPRIATING \$317.50 OUT OF THE 1946 GENERAL FUND - PROCEEDS OF NOTES ACCOUNT, TO PAY SAN ANTONIO PUBLIC LIBRARY, AMOUNT RECEIVED FROM B. M. JACOBS FOR LEASE OF WESTFALL LANDS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$317.50, be and the same is hereby appropriated out of the 1946 General Fund - Proceeds of Notes Account, to pay San Antonio Public Library. Amount received from B. M. Jacobs, October 11, 1946, for lease of Westfall Lands in Bexar and Wilson Counties as per ordinance passed and approved on the 26th day of September, A. D. 1946.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 440

AN ORDINANCE (4245)

APPROPRIATING \$1,219.73 OUT OF 1946 GENERAL FUND - AIRPORT DEPARTMENT TO PAY BIARD-STRUNK CO., FOR INSURANCE PREMIUM INSTALLMENT DUE ON NOVEMBER 4, 1946 ON THE BUILDINGS AT THE SAN ANTONIO MUNICIPAL AIRPORT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,219.73 be and the same is hereby appropriated out of the 1946 General Fund - Airport Department to pay Biard-Strunk Co., the Insurance Premium Installment due on November 4, 1946, on the buildings at the San Antonio Municipal Airport, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 441

AN ORDINANCE (4246)

APPROPRIATING \$108.50 OUT OF THE 1946 GENERAL FUND, VARIOUS DEPARTMENTS, FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$108.50, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to Dan Quill, Postmaster, for postage stamps out of the following Departments:

Comm. Fire & Police	\$ 18.00
Stinson Field	20.00
Plumbing Inspection	6.00
Witte Museum	37.50
Witte Museum	27.00
	<hr/>
	\$ 108.50

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 442

AN ORDINANCE (4247)

APPROPRIATING \$2.05 OUT OF THE 1946 GENERAL FUND, SAN ANTONIO AIRPORT, TO PAY FRED HUNTRESS, COUNTY CLERK, FOR QUALIFYING FEE OF MISS FRANCES TAVOLACCI, FOR NOTARY PUBLIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.05, be and the same is hereby appropriated out of the 1946 General Fund, San Antonio Airport, to pay Fred Huntress, County Clerk for qualifying fee of Miss Frances Tivolacci, for Notary Public in Bexar County, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \* \*

APPRO. NO. 443

AN ORDINANCE (4248)

APPROPRIATING \$172.50 OUT OF THE 1946 GENERAL FUND - HEALTH DEPARTMENT, TO PAY FOR PROFESSIONAL SERVICES RENDERED DURING THE MONTH OF OCTOBER, 1946, AT ROBT. B. GREEN HOSPITAL, T.B. CLINIC.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$172.50, be and the same is hereby appropriated out of the 1946 General Fund - Health Department, payable to Doctors as shown below, for professional services rendered during the month of October, 1946, at the Robert B. Green Hospital, T. B. Clinic, as per approved statements on file in the City Auditor's Office:

Dr. B. E. Galloway	\$ 22.50
Dr. J. M. Donaldson, Jr.	150.00
	<hr/>
	\$172.50

PASSED AND APPROVED on the 7th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 444

AN ORDINANCE (4249)

APPROPRIATING \$111,085.47 OUT OF THE 1946 GENERAL FUND, FOR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$111,085.47, be and the same is hereby appropriated out of the 1946 General Fund, for semi-monthly payrolls for the period ending November 15, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	\$19,817.09
TAXATION DEPARTMENT	5,062.50
SANITATION, PARKS & PUBLIC PROPERTY	14,518.48
STREETS & PUBLIC IMPROVEMENTS	9,217.02
FIRE & POLICE DEPARTMENTS	62,670.38
	<hr/>
	\$ 111,085.47

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 445

AN ORDINANCE (4250)

APPROPRIATING \$1,770.31 OUT OF THE COMMERCE BUILDING FUND,  
FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,770.31, be and the same is hereby appropriated out of the COMMERCE BUILDING FUND, for semi-monthly Health Department payroll for the period ending November 15, 1946, in the amount of \$1,770.31.

PASSED AND APPROVED on the 14th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 446

AN ORDINANCE (4251)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN  
APPROPRIATION FOR EQUIPMENT WITH JORDAN MOTOR COMPANY,  
SO. ALAMO & SO. ST. MARYS STS., SAN ANTONIO, TEXAS.  
Proposal date: 10-30-46

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

1. That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with JORDAN MOTOR COMPANY, So. Alamo & So. St. Marys Sts., San Antonio, Texas.

2. An Appropriation is made hereby in the amount of \$1035.70 from the 1946 General Fund, Garbage & Sanitation Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

3. This contract shall become effective upon adoption by the Board of Commissioners of the City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.

4. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with 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.

5. Accepting the attached proposal to furnish the Garbage & Sanitation Department with one 1946 one-half ton, six-cylinder Ford Pick-up Truck, for the sum of \$1035.70, and that the said sum of \$1035.70 be, and the same is hereby appropriated out of the 1946 General Fund, Garbage & Sanitation Department, in payment of same.

PASSED AND APPROVED this 14th day of November, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 447

AN ORDINANCE (4252)

ACCEPTING PROPOSAL OF THE TURNER ROOFING & SUPPLY CO. TO REPAIR  
ROOF OF BUILDING AT COMMERCE & WALTERS STREETS, AND APPROPRIAT-  
ING \$429.00.

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

1. That the proposal of The Turner Roofing & Supply Co., dated October 29, 1946, attached

hereto and made a part hereof, to repair roof of Building at Commerce and Walters Streets, for \$429.00, be and the same is accepted hereby.

2. That \$429.00 is appropriated hereby out of the 1946 General Fund - Parks & Plazas Department, in payment to The Turner Roofing & Supply Company for this work on engineer's estimates approved by the Commissioner of Parks.

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

- - -  
CONTRACT PROPOSAL

from THE TURNER ROOFING & SUPPLY CO.

San Antonio, Texas

To City of San Antonio  
Parks & Plaza Dept.  
City Hall  
San Antonio, 5, Texas

October 29, 1946

Job Colored YMCA  
Commerce & Walters

Arch.

We propose to furnish labor and materials for roof and sheet metal work to the above building as follows:

After tile has been removed from roof area and roof deck and felt is in condition to receive roof, we will mop on with hot asphalt one layer 55 lb. roll roofing.

For the sum of \$ 264.00

Install metal drip strip at eave and gable

For the sum of \$ 55.00

Scratch back gravel and mop on with hot asphalt two plys 15 lb. asphalt felt and regravell.

For the sum of \$ 96.00

Coat inside of firewqll with static emulsion.

For the sum of \$ 14.00

NOTE: Replacement of rotted sheathing to be done by others.

- - - - -  
\$ 429.00

for the sum of as stated above \$429.00 Dollars, \$429.00

No oral statement shall be considered a part of this contract.

We are not liable for damage to any buildings or contents therein resulting from storms, hail, tornado, nor for fires, strikes, lockouts, car delays, embargoes, and for accidents and conditions beyond our control, nor for leaks due to structural changes, nor for any damage to our work by others occurring while work is under way nor after our work is completed. But every reasonable precaution to prevent damage will be exercised.

Any change in construction necessitating extra work made while contract is in progress, shall be at your expense, for an amount to be agreed upon in advance, and such amount shall be payable upon the same terms as the foregoing amount.

No metal work is included in this contract unless stated in above agreement.

Terms: 80% monthly as work progresses, and cash upon completion of our work, payable in San Antonio, Texas, with ten per cent per annum interest after due date, unless otherwise agreed in this contract. If legal services are employed to collect the amount due or if suit is brought on this contract, a reasonable amount shall be added as attorneys fees.

THE TURNER ROOFING & SUPPLY CO., INC.

By /s/ Ivan A. Mangold  
Ivan A. Mangold.

ACCEPTED: /s/ Henry F. Hein  
Commissioner of Sanitation & Parks

/s/ Gus B. Mauermann  
MAYOR

\* \* \*

APPRO. NO. 448

AN ORDINANCE (4253)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN  
 APPROPRIATION FOR SUPPLIES WITH STANDARD PRODUCTS COMPANY,  
 816 Pleasanton Road, San Antonio, Texas,  
 Proposal date: 11-1-46

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

1- That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with STANDARD PRODUCTS COMPANY, 816 Pleasanton Road, San Antonio, Texas.

2- An Appropriation is made hereby in the amount of \$977.76 from the 1946 General Fund, Golf Course, (Brackenridge Park Dept.) Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio; and in conformity with Section 17 of the Finance Ordinance.

3- This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.

4- This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with 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.

5- Accepting the attached proposal to furnish the Brackenridge Golf Course Department, with Eighteen (18) Golf Tee Mats in accordance to specifications, for a net total sum of \$977.76, and that the said sum of \$977.76 be, and the same is hereby appropriated out of the 1946 General Fund, (Brackenridge) Golf Course Department, in payment of same.

PASSED AND APPROVED this 14th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 449

AN ORDINANCE (4254)

APPROPRIATING \$39.60 OUT OF THE 1946 GENERAL FUND - STREET  
 MAINTENANCE DEPARTMENT TO PAY KELLY CONSTRUCTION COMPANY  
 FOR PAVING FELISA STREET BETWEEN MISSION ROAD AND KALTEYER  
 STREET.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$39.60, be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department to pay Kelly Construction Company their First and Final Estimate for paving street intersections in cooperation with the property owners voluntary paving contract with Kelly Construction Company, for paving Felisa Street, between Mission Road and Kalteyer Street, as per statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 450

AN ORDINANCE (4255)

APPROPRIATING \$59.13 OUT OF THE 1945 GENERAL FUND, STREET  
MAINTENANCE DEPARTMENT FOR RE-ISSUANCE OF PAYROLL CHECKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$59.13, be and the same is hereby appropriated out of the 1945 General Fund, Street Maintenance Department; \$30.88 payable to Braulio Morales and \$28.25 payable to Frank Morales, being re-issuance of payroll checks which were originally issued on March 15, 1946, and re-deposited on August 8, 1946.

PASSED AND APPROVED On the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 451

AN ORDINANCE (4256)

APPROPRIATING \$317.84 OUT OF THE 1946 GENERAL FUND - STREET  
MAINTENANCE DEPARTMENT TO PAY A. M. McNEEL FOR PAVING SAN  
ANTONIO AVENUE, BETWEEN DONALDSON AVENUE AND WEST MULBERRY  
AVENUE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$317.84, be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department to pay A. M. McNeel his first and Final Estimate for paving alley and street intersections on San Antonio Avenue, in cooperation with the property owners voluntary paving contract with A. M. McNeel for paving San Antonio Avenue, between Donaldson Avenue and West Mulberry Avenue, as per statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 452

AN ORDINANCE (4257)

AUTHORIZING THE PAYMENT AND APPROPRIATING THE SUM OF \$4121.64 OUT  
OF THE 1946 GENERAL FUND, STREET MAINTENANCE DEPARTMENT, FOR A  
LOT OF BRIDGE LUMBER, IN PAYMENT TO SIMS LUMBER COMPANY, 2123 N.  
ALAMO STREET, SAN ANTONIO, TEXAS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the payment be authorized for a lot of Bridge Lumber, 45,796 Bd. Ft., @ \$90.00 M or the total amount of \$4121.64, purchase of same having been authorized as an Emergency Purchase at the City Council Meeting held October 7th, 1946, and that the said sum of \$4121.64 be, and the same is hereby appropriated out of the 1946 General Fund, Street Maintenance Department, in payment for same, to Sims Lumber Company, 2123 N. Alamo St., San Antonio, Texas.

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 453

AN ORDINANCE (4258)

APPROPRIATING \$166.00 BE; AND THE SAME IS HEREBY APPROPRIATED  
OUT OF THE CITY OF SAN ANTONIO, STREET EXCAVATION TRUST ACCOUNT  
FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$166.00 be;  
and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and  
repairs as per City Engineer's letter of November 14, 1946, as follows:

Ben B. Morris	Refund	\$ 2.85
Edgar Von Scheele	"	2.85
E. J. LeSar	"	11.50
Phipps & Cobbs	"	7.85
Maria L. Gomez	"	10.00
H. Otto Brawn	"	10.00
Bessie Hill Ross	"	4.00
Dolores D. Herrera	"	4.00
Antonio Estrada	"	6.00
Bert Slater	"	4.00
M. L. Rampke	"	6.50
J. E. Hartle Jr	"	9.00
Otiela M. Morales	"	4.00
Southern Delivery Service	"	9.00
City of San Antonio	Repairs	74.45
Total		<u>\$166.00</u>

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

AN ORDINANCE (4259)

MAKING A CONTRACT FOR A TRUCK WITH W. W. JENKINS.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-
2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinances, before the City is bound.

8. PASSED AND APPROVED this 14th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

## AN ORDINANCE (4260)

## MAKING A CONTRACT FOR A TRUCK WITH R. L. HENAIN.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-
2. That the Contractor will supply to the City of San Antonio, one three yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.
8. PASSED AND APPROVED this 14th day of November 1946.

ATTEST:

Frank W. Brady  
City Clerk

9. ACCEPTED:

/s/ R. L. Henain  
Contractor

No. 203 W. Theo Street.

Lic. <sup>M</sup><sub>B</sub> 1107

\* \* \*

## AN ORDINANCE (4261)

## MAKING A CONTRACT FOR A TRUCK WITH E. YOUNG.

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

1. That this ordinance makes and manifests a contract between the city of San Antonio, and the undersigned, hereinafter called Contractor. WITNESSETH:-
2. That the Contractor will supply to the City of San Antonio, one three (3) yard dump truck, to deliver gravel, furnished by the City from City gravel pit, to deliver gravel, furnished by the City from City gravel pit, to streets designated by the City Engineer at a rate per load to be agreed upon with the City Engineer.
3. That the Contractor shall, at his own expense, employ the driver, and maintain the truck in a good state of repair.
4. The Contractor will use the truck to haul gravel to the above designated streets and location, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the Contractor.
5. This contract may be terminated by either party at will.
6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.
7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer

Gus B. Mauermann  
M A Y O R

or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

9. ACCEPTED:

/s/ E. Young  
Contractor

No. Rt. 9, Box 359 A

\* \* \*

AN ORDINANCE (4262)

MAKING A CONTRACT FOR A TEAM WITH PROJEDES G. CISNEROS

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

1. That this ordinance makes and manifests a contract between the City of San Antonio, and the Undersigned, hereinafter called Contractor, WITNESSETH: -

2. That the Contractor will supply to the City of San Antonio, one 2-horse team and vehicle, at the rate of \$7.00 per day of 8 hours.

3. That the Contractor shall, at his own expense, employ the driver, and maintain the team and vehicle in a good state of repair.

4. The Contractor will use the team and equipment for excavating, grading and hauling on the streets and alleys of the City of San Antonio, at the time and place directed by the City Engineer of the City of San Antonio; and, will accomplish this work in a manner and by the method chosen by the contractor.

5. This contract may be terminated by either party at will.

6. It is the intention of the parties that the Contractor will be independent; and that neither the relation of principal and agent nor master and servant shall exist.

7. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parole agreement with any officer or employee of the City; it being understood by the undersigned that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

8. PASSED AND APPROVED this 14th day of November, 1946, A. D.

/s/ Gus B. Mauermann

Gus B. Mauermann,  
M A Y O R

ATTEST:

/s/ Frank W. Brady

Frank W. Brady  
City Clerk

9. ACCEPTED:

/s/ Projedes G. Cisneros  
Contractor  
220 East Theo

\* \* \*

## AN ORDINANCE (4263)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE CREATING A BOARD OF HEALTH FOR THE CITY OF SAN ANTONIO, THE DIRECTOR OF PUBLIC HEALTH AND THE PERSONNEL OF THE CITY HEALTH DEPARTMENT OF THE CITY OF SAN ANTONIO, PRESCRIBING THE NUMBER OF MEMBERS OF SUCH BOARD AND THEIR DUTIES; THE MANNER OF APPOINTMENT AND TERM OF OFFICE; PROVIDING FOR THE SELECTION OF A CHAIRMAN AND VICE CHAIRMAN; PROVIDING FOR THE SELECTION OF THE DIRECTOR; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND DECLARING AN EMERGENCY," PASSED AND APPROVED ON THE 7TH OF OCTOBER, 1943.

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

1. That an ordinance entitled " AN ORDINANCE CREATING A BOARD OF HEALTH FOR THE CITY OF SAN ANTONIO, THE DIRECTOR OF PUBLIC HEALTH AND THE PERSONNEL OF THE CITY HEALTH DEPARTMENT OF THE CITY OF SAN ANTONIO, PRESCRIBING THE NUMBER OF MEMBERS OF SUCH BOARD AND THEIR DUTIES; THE MANNER OF APPOINTMENT AND TERM OF OFFICE; PROVIDING FOR THE SELECTION OF A CHAIRMAN AND VICE CHAIRMAN; PROVIDING FOR THE SELECTION OF THE DIRECTOR; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH AND DECLARING AN EMERGENCY", passed and approved on the 7th of October, 1943, recorded in Ordinance Book L, page 168, be and the same is amended hereby so that hereafter Section 6 of said ordinance shall read as follows:

2. "Section 6. The Board of Health shall hold a regular meeting on the second Tuesday of each month. Special meetings may be called by the Chairman of the Board or by a majority of the members of the Board upon the giving of twenty-four hours' notice to the members. A quorum shall consist of four members and a majority vote of those present shall govern in all matters then under consideration. The Board shall at its first meeting elect from its membership a chairman, a vice-chairman and a secretary. The Mayor shall be an ex-officio member of the Board of Health, but shall not have the right to vote at any of the meetings of the Board."

3. All ordinances or parts of ordinances in conflict herewith are repealed hereby.

4. PASSED AND APPROVED this 14th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 454

AN ORDINANCE (4264)

APPROPRIATING \$69.00 OUT OF THE 1946 GENERAL FUND - PAUPER INTERMENT DEPARTMENT, FOR DIGGING OF GRAVES AND BURIAL OF PAUPERS DURING THE MONTH OF OCTOBER 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$69.00, be and the same is hereby appropriated out of the 1946 General Fund - Pauper Interment Department, Payable to Castillo Funeral Home, for digging of graves and burial of paupers during the month of October 1946, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 455

AN ORDINANCE (4265)

APPROPRIATING \$202.50 OUT OF THE 1945 GENERAL FUND - AUDITING DEPT. PAYABLE TO COMMERCIAL RECORDER FOR PUBLISHING QUARTERLY AND ANNUAL FINANCIAL STATEMENTS AS OF MAY 31, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$202.50, be and the same is hereby appropriated out of the 1945 General Fund - Auditing Department,

payable to Commercial Recorder for 50 copies of the Quarterly Financial Statement, and 200 Copies of the Annual Financial Statement, ending May 31, 1946, as per approved purchase orders on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. #902, dated May 31, 1946.

PASSED AND APPROVED on the 14th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 456

AN ORDINANCE (4266)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH FRED B. NISBET, 209 BROADWAY, SAN ANTONIO, TEXAS.  
Proposal date: 11-5-46

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

1- That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with FRED B. NISBET, 209 Broadway, San Antonio, Texas.

2- An Appropriation is made hereby in the amount of \$218.00 from the 1946 General Fund, Housing Stinson Field Department, Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

3- This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.

4- This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with 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.

5- Accepting the attached proposal to furnish the Housing Stinson Field Department with one Class "E" Group 3 Money Chest for the sum of \$218.00, and that the sum of \$218.00 be, and the same is hereby appropriated out of the 1946 General Fund, Housing Stinson Field Department, in payment of same.

PASSED AND APPROVED this 14th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 457

AN ORDINANCE (4267)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR EQUIPMENT WITH DOWNTOWN MOTORS, 415 MAIN AVE., SAN ANTONIO, TEXAS.  
Proposal date: 10-30-46

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

1- That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant

Ordinances of the City of San Antonio, with DOWNTOWN MOTORS, 415 Main Ave., San Antonio, Texas.

2- An Appropriation is made hereby in the amount of \$1035.95 from the 1946 General Fund, Housing Stinson Field Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

3- This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.

4- This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with 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.

5- Accepting the attached proposal to furnish the Housing Stinson Field Department with one 1946 one-half ton, six-cylinder Ford Pick-up Truck, for the sum of \$1035.95, and that the said sum of \$1035.95 be, and the same is hereby appropriated out of the 1946 General Fund, Housing Stinson Field Department, in payment of same.

PASSED AND APPROVED this 14th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4268).

MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND W. U. PAUL, INC.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and W. U. Paul Inc., Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on September 1, 1946, and ending on February 28, 1947, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Hangar 602, building 625, and office in the southeast corner of building 600. Said structures located on Stinson Field San Antonio, Texas to be used for storage, sales and maintenance of Beech aircraft.

4. The amount of the rent for this property is \$441 per month, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$441 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline and services, except aircraft storage sales and charter trips, made in the preceding month, on the 15th of each month following the sale during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in

order that such an inspection may be facilitated.

8. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

9. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

10. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.

11. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.

12. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit A, and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit B.

13. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

14. No additions or alterations shall be made to the premises without the consent of the Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

15. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

16. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; and, all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

17. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

18. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 14th day of Nov. A. D. 1946.

Gus B. Mauermann M A Y O R

ATTEST: Frank W. Brady City Clerk

20. APPROVED AND ACCEPTED this            day of            A.D.

W.U. PAUL, INC. Lessee  
/s/ S. Woodruff Fox

## AN ORDINANCE (4269).

## MAKING A LEASE BETWEEN CITY OF SAN ANTONIO AND W. U. PAUL, INC.

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

1. That this ordinance makes and manifests a contract of lease between the City of San Antonio, Lessor, a municipal corporation of the County of Bexar and State of Texas, and W. U. Paul, Inc. Lessee, of the County of Bexar and State of Texas, WITNESSETH:-

2. That the Lessor leases and demises to the Lessee, and the Lessee takes from the Lessor, for and in considerations herein set out, for the term beginning on March 1, 1947, and ending on February 29, 1948, the following described property situated in the City of San Antonio in the County of Bexar and State of Texas, as follows, to-wit:

3. Hangar 602, building 625, and office in the southeast corner of building 600. Said structures located on Stinson Field, San Antonio, Texas to be used for storage, sales and maintenance of Beech Aircraft.

4. The amount of the rent for this property is \$453.50 per month, payable monthly in advance at the office of the License and Dues Collector of the Lessor, in San Antonio, Bexar County, Texas, at the rate of \$453.50 each month for the term hereof, and in addition to the charges specified herein.

5. The Lessee will pay the Lessor 1 cent per gallon for all gasoline sold by him on the premises, payable on the 15th of each month following the sale, during the term of this lease.

6. The Lessee will pay the Lessor 1 per cent of the amount of all gross sales, except gasoline, and services, except aircraft storage, including aircraft sales and charter trips, made in the preceding month, on the 15th of each month following the sale during the term of this lease.

7. Payments on the basis of percentage of gross receipts shall be open to the inspection of a representative of the Lessor and a standard system of bookkeeping shall be maintained in order that such an inspection may be facilitated.

8. Lessee agrees that all of its employees shall abide by all rules and regulations as set forth by the Airport Operations Manager, and that the employees of the Lessee shall remain on the premises of the Lessee at all times, unless their official duties require otherwise, and that they will use only the toilets and the washrooms designated for the Lessee and his employees.

9. The Lessee will not permit malt, vinous, or alcoholic beverages in the demised premises; and will not permit smoking in any place where such smoking would be a fire hazard and will at all times display "No Smoking" signs where designated. Lessee agrees to paint, dope, store inflammable materials, weld, or carry on any activity that might be a fire hazard, only in those places designated. The City Fire Marshal shall have control of such designations.

10. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same article at similar places in the City.

11. The Lessee shall pay the gas, electricity, telephone and water rates imposed on the leased premises by arrangement with representatives of these public utilities.

12. The Lessee acknowledges that he has examined the premises, appurtenances, and the attached list of property connected therewith and marked Exhibit A, and they are suitable for the purpose of the Lessee and in good condition with the exception as noted in attached Exhibit B.

13. The Lessee agrees that he will take good care of the property and its appurtenances and suffer no waste and keep the same in repair at his own expense and return the demised premises in good order upon the termination of this lease, ordinary wear and tear excepted.

14. No additions or alterations shall be made to the premises without the consent of the

Lessor in writing; and all permanent additions or alterations made by the Lessee shall become the property of the Lessor.

15. In the event of fire the Lessor may cause the damage to be repaired forthwith but if the premises be so damaged by fire as to be unfit for occupancy in the opinion of the Lessor, this lease shall terminate and the rent be paid to the time of the fire.

16. The Lessee shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises; and, all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

17. That in case of default in any of the covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at its discretion, and, it, its agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or it, its agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the Lessee, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises, which lien shall be cumulative of the statutory lien.

18. In testimony whereof, the parties have hereunto set their hands in duplicate.

19. PASSED AND APPROVED this 14th day of Nov. A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

20. APPROVED AND ACCEPTED this            day of            A. D. 19

W. U. PAIN, INC.  
Lessee

/s/ S. Woodruff Fox

\*            \*            \*

AN ORDINANCE (4270).

AUTHORIZING THE PURCHASE BY THE CITY OF SAN ANTONIO FROM  
W. U. PAUL INC. OF HANGAR DOORS FOR HANGAR NO. 602 AT  
STINSON FIELD.

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

1. That by this ordinance the Mayor of the City of San Antonio, for and on behalf of said City, is authorized and directed to purchase from W. U. Paul, Inc., a Texas Corporation, certain metal hangar doors installed in place on hangar No. 602, at Stinson Field in Bexar County, Texas, for the sum of Two Thousand Dollars (\$2000.00) to be paid in the manner and under the conditions hereinafter set out.

2. The hangar doors to be so purchased are described as follows: Being 10 panels, each panel being 12' x 26', Butler Manufacturing Company Type C. H. metal combat hangar doors, as Described in War Dept. TM 5-9610 of March 31st, 1945.

3. Said panels are in place or to be properly put in place on said Stinson Field Hangar No. 602.

The directions and specifications contained in said TM 5-9610 above referred to shall be complied with in the installation of said panel doors.

4. When said panel hangar doors have been put in place on said hangar No. 602, the same

shall be inspected by Paul C. Wilkins, Airport Director for the City of S<sup>an</sup> Antonio, and if said Airport Director finds that said panel hangar doors are as described herein and that the same have been erected and put in place as directed in said TM 509610, he shall deliver to the Mayor of the City of San Antonio a written certificate to that effect.

5. Upon receipt of such certificate of the Airport Director, the Mayor of the City of San Antonio shall execute, in the name of said City of San Antonio, one promissory note in the principal sum of Two Thousand Dollars (\$2000.00) payable to W. U. Paul Inc., dated as of the date of the certificate of said Airport Director, bearing interest from maturity until paid at the rate of 5% per annum, payable in twelve monthly installments of One Hundred Sixty-six and 66/100 (\$166.66) Dollars each; the first of such installments maturing on or before one month after the date of said note and subsequent installments maturing on or before each month thereafter for the next succeeding eleven months.

Said note shall provide for the usual 10% attorney's fees, in the event of default, and shall further authorize the holder thereof to mature the entire unpaid principal of said note in the event of default in the payment of any installment when due.

6. Said \$2000.00 note shall be delivered by said Mayor to said W. U. Paul Inc. when said W. U. Paul Inc. shall deliver to said Mayor a proper Bill of Sale transferring the title to said hangar doors, properly put in place on said hangar No. 602, to the City of San Antonio; said Bill of Sale to expressly recite that said doors are transferred as personal property and not as fixtures or appurtenances to land or buildings.

7. Said Mayor is further authorized and directed to execute in the name of the City of San Antonio, and deliver to said W. U. Paul Inc., a chattel mortgage, in conventional terms, giving and granting to said W. U. Paul Inc. a chattel mortgage lien upon said hangar doors to secure the payment of said \$2000.00 note of the City of San Antonio.

8. The hangar doors, purchased under the terms of this ordinance shall be, by the City of San Antonio, treated as removable personal property and the same may be removed from said hangar no. 602 and sold under the terms of the chattel mortgage to be given by said City, or may be removed and dealt with by the City of San Antonio in such manner as may be authorized by the Commissioners of said City, not inconsistent with the rights of said W. U. Paul Inc.

9. PASSED AND APPROVED this 14th day of November, 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 458

AN ORDINANCE (4271)

APPROPRIATING \$32,772.78 OUT OF THE 1946 GENERAL FUND, FOR  
PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$32,772.78, be and the same is hereby appropriated out of the 1946 General Fund, for per diem payrolls for the period ending November 15, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	986.25
SANITATION, PARKS & PUBLIC PROPERTY	21,393.73
STREETS & PUBLIC IMPROVEMENTS	9,928.62
FIRE & POLICE DEPARTMENTS	464.18

32,772.78

PASSED AND APPROVED on the 19th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady, City Clerk

\* \* \*

APPRO. NO. 459

AN ORDINANCE (4272)

APPROPRIATING \$674.00 OUT OF THE PARK REVENUE BOND - 1945  
FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$674.00, be and the same is hereby appropriated out of the PARK REVENUE BOND - 1945 FUND, for payroll for the Willow Springs Golf Course for the period ending November 15, 1946, in the amount of \$674.00.

PASSED AND APPROVED on the 19th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4273)

MAKING CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND  
THE UNITED STATES OF AMERICA FOR COLLECTION OF GARBAGE  
AND RUBBISH AT CARSON HOMES.

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

1. That this ordinance makes and manifests a contract between the City of San Antonio and the United States of America for Base Services at 306 AAF Base Unit, Brooks Field, Texas, for collection of garbage and rubbish from Carson Homes in San Antonio, Texas, as made and provided in the attached purchase order which is made a part hereof for all intents and purposes.

2. The Mayor of the City of San Antonio will sign the purchase order on behalf of said City.

3. PASSED AND APPROVED this 19th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 460

AN ORDINANCE (4274)

APPROPRIATING \$2,703.50 OUT OF THE 1946 GENERAL FUND -  
VARIOUS DEPARTMENTS TO PAY FOR INDEPENDENT HIRE OF TEAMS  
AND TRUCKS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,703.50, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay for Independent Hire of Teams & Trucks for the period November 1, 1946 to November 15, 1946 inclusive, as per approved Engineer's estimates on file in the City Auditor's Office out of the following Departments.

Street Maintenance	\$ 2,460.75
Parks & Plazas	\$ 106.25
Garbage & Sanitation	\$ 136.50
	<hr/>
	\$ 2,703.50

PASSED AND APPROVED on the 19th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

## A RESOLUTION (4275)

CALLING FOR BIDS FOR THE CONSTRUCTION OF 60" STORM SEWER MAIN  
AND APPURTENANCES THERETO, THROUGH LOT A1, NEW CITY BLOCK 2664.

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

1. That the City Clerk is directed to advertise for sealed bids addressed to the City of Clerk, City Hall, San Antonio 5, Texas, for the construction of a 60" Storm Sewer Main and appurtenances thereto, to be located on an easement through Lot A1, New City Block 2664, in the City of San Antonio, Texas.

2. The bid shall be in duplicate, and the envelope containing the bid shall be endorsed "Bid for Construction of Storm Sewer Main and Appurtenances, through Lot A1, New City Block 2664".

3. A bidder's check in the amount of 2½ per cent of the total bid shall accompany each bid. The construction bond shall be 50 per cent of the total cost of the job. No maintenance bond will be required.

4. Bids will be received at the office of the City Clerk until 10:00 o'clock A. M. CST  
Friday, the 29th of November, A. D. 1946  
and then publicly opened and read aloud in the City Council Chamber. Any bids received after the closing time will be returned unopened.

5. The work shall be done and completed in accordance with the plans and specifications and directions of the City Engineer.

6. The successful bidder will be required to execute the Standard City Form Construction Contract prepared and supplied by the City of San Antonio.

7. In case of ambiguity, duplicity or obscurity in the bids, the City Engineer shall have the exclusive power to construe and apply the meaning thereof.

8. No bids may be withdrawn less than three weeks after the scheduled closing time.

9. The City reserves the right to reject any or all bids and waive formality.

10. Attention is called to Article 5159-a Revised Statutes of Texas requiring that not less than the minimum wages prevailing in the locality in which the work is performed for work of a similar character, shall be paid.

11. Advertisement shall be made by the publication of this Resolution for five days in the "COMMERCIAL RECORDER".

12. PASSED AND APPROVED this 19th day of November, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann

M A Y O R

ATTEST:

/s/ Frank W. Brady

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 461

AN ORDINANCE (4276)

APPROPRIATING \$432.95 OUT OF THE 1946 GENERAL FUND - TO PAY  
CITY'S SHARE OF GROUP INSURANCE FOR NOVEMBER, 1946 COVERING  
VARIOUS EMPLOYEES IN THE POLICE AND FIRE DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$432.95, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, to pay Aetna Life Insurance Company the City's share of Group Insurance for the month of November, 1946, covering various employees in the following Departments.

Fire and Police Commissioner	\$ 1.52
Police Department	\$302.02
Fire Department	\$125.66
Fire Alarm Department	2.50
Weights & Measures Department	\$ 1.25
	<hr/>
	\$432.95

PASSED AND APPROVED on the 19th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4277)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE ENTITLED 'PROVIDING FOR THE SAFE GUARDING OF LIFE AND PROPERTY BY REGULATING AND PROVIDING FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT, PROVIDING THE MANNER AND WAY IN WHICH ELECTRICAL WORK SHALL BE DONE, THE KIND AND CLASS OF MATERIAL TO BE USED IN SUCH WORK, THE INSPECTION OF ELECTRICAL WORK, SCALE OF FEES FOR SUCH INSPECTION, CREATING THE OFFICE OF ELECTRICAL INSPECTOR, CREATING AN EXAMINING AND SUPERVISING BOARD, PROVIDING FOR THE GRANTING OF LICENSES TO INSTALL, MAINTAIN AND SELL ELECTRIC WIRING, DEVICES AND EQUIPMENT, TO PREVENT INCOMPETENT PERSONS, FIRMS OR CORPORATIONS FROM INSTALLING, MAINTAINING AND SELLING ELECTRIC WIRING, DEVICES AND EQUIPMENT AND PERSONS ENGAGED IN SUCH WORK, FIXING A PENALTY FOR THE VIOLATION THEREOF, AND PROVIDING FOR THE GIVING OF A BOND AND THE COLLECTION OF PENALTIES UNDER SAID BOND FOR VIOLATIONS OF THIS ORDINANCE, AND REPEALING ALL FORMER ORDINANCES RELATING THERETO AND IN CONFLICT WITH SAID ORDINANCES', PASSED AND APPROVED NOVEMBER 5, 1936, AS AMENDED"; PASSED AND APPROVED THE 31ST OF OCTOBER, 1946, AND DELETING PARAGRAPHS 55 AND 68 THEREOF.

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

1. That the Electrical Ordinance entitled "PROVIDING FOR THE SAFE GUARDING OF LIFE AND PROPERTY BY REGULATING AND PROVIDING FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT, PROVIDING THE MANNER AND WAY IN WHICH ELECTRICAL WORK SHALL BE DONE, THE KIND AND CLASS OF MATERIAL TO BE USED IN SUCH WORK, THE INSPECTION OF ELECTRICAL WORK, SCALE OF FEES FOR SUCH INSPECTION, CREATING THE OFFICE OF ELECTRICAL INSPECTOR, CREATING AN EXAMINING AND SUPERVISING BOARD, PROVIDING FOR THE GRANTING OF LICENSES TO INSTALL MAINTAIN AND SELL ELECTRIC WIRING, DEVICES AND EQUIPMENT, TO PREVENT INCOMPETENT PERSONS, FIRMS, OR CORPORATIONS FROM INSTALLING, MAINTAINING AND SELLING ELECTRIC WIRING, DEVICES AND EQUIPMENT, DEFINING TERMS USED IN CONNECTION WITH THE INSTALLATION AND MAINTENANCE OF ELECTRICAL WIRING, DEVICES AND EQUIPMENT AND PERSONS ENGAGED IN SUCH WORK, FIXING A PENALTY FOR THE VIOLATION THEREOF, AND PROVIDING FOR THE GIVING OF A BOND AND THE COLLECTION OF PENALTIES UNDER SAID BOND FOR VIOLATION OF THIS ORDINANCE, AND REPEALING ALL FORMER ORDINANCES RELATING THERETO AND IN CONFLICT WITH SAID ORDINANCES", passed and approved on November 5, A. D. 1936, as amended on the 31st day of October, A. D. 1946, be amended by repealing paragraph 55, reading as follows:

"55. Permits shall be required in accordance with Section 68 for the installation of electric wiring devices or equipment installed for or by a public utility corporation operating under a franchise from the City of San Antonio, Texas, to transmit and sell electrical energy, provided such wiring devices or equipment are for the use of said corporation in its operation as a public utility as provided for in its franchise."

2. And by repealing paragraph 68, reading as follows:

"68. SERVICE DROPS (overhead to building)	each	\$1.00
LINE POLES AND CONDUCTORS	each	1.00
MAN HOLES AND EQUIPMENT	each	2.50
SERVICE FEEDERS (street man holes to building)	each	1.00
UNDERGROUND WORK, in trench or tunnel, junction to junction, manhole to manhole, source to terminal, applies to any approved method of underground wiring		1.50

NOTE: The above work when installed by the City Public Service Board shall be governed by the above stated fees, and shall be paid by the City Public Service Board to the City Electrical Inspection Department."

3. That all ordinances and partx of ordinances in conflict herewith are hereby repealed.

4. 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 of the 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.

5. PASSED AND APPROVED this 19th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

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 Mrs. F. E. Miskimin, who being by me duly sworn, says on oath that she is one of the publishers of the COMMERCIAL RECORDER, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the hereto attached has been published in every issue of said newspaper on the following days, to-wit:

Sworn to and subscribed before me this

\_\_\_\_\_  
Notary Public in and for Bexar County, Texas.

\* \* \*

APPRO. NO. 462

AN ORDINANCE (4278)

APPROPRIATING \$1,933.19, OUT OF THE 1946 GENERAL FUND - STINSON FIELD DEPARTMENT TO PAY BIARD-STRUNK CO. FOR INSURANCE PREMIUM INSTALLMENT DUE NOV. 1, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,933.19 be and the same is hereby appropriated out of the 1946 General Fund - Stinson Field Department to pay Biard-Strunk Co., insurance premium installment due Nov. 1, 1946 on Buildings and Contents at Stinson Field, as per approved statement on file in the City Auditor's Office.

PASSED AND APPROVED on the 19th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN RESOLUTION (4279)

ELECTING COMMISSIONER STEFFLER MAYOR PRO TEM AD INTERIM.

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

1. That Commissioner of Streets and Public Improvements Paul E. Steffler is hereby elected Mayor Pro Tem ad Interim, and is vested with full power to act as Mayor of the City of San Antonio in the absence of both the Mayor and the Mayor Pro Tem, for the term of office expiring on the 31st day of May, 1947.

2. PASSED AND APPROVED this 19th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady, City Clerk

\* \* \*

APPRO. NO. 463

AN ORDINANCE (4280)

MAKING A CONTRACT WITH VICTOR PRASSEL FOR REPAIR OF  
CONTROL TOWER AT MUNICIPAL AIRPORT.

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

1. This ordinance makes and manifests a contract between the City of San Antonio and Victor Prassel for repairs on the Control Tower at the Municipal Airport, as per proposal hereto attached and made a part hereof.

2. The Contractor at his own cost and expense shall furnish all tools, implements, machinery, labor, materials and accessories necessary and proper for the purpose, and shall at his own cost and expense perform the work in a good, first-class, substantial and workman-like manner to the satisfaction of the Airport Director of the City of San Antonio.

3. In consideration of the faithful performance of this work and the completion and delivery of said structure, the City of San Antonio is bound to pay at the office of the Treasurer of the City of San Antonio, Bexar County, Texas, \$3900.00 to the Contractor.

4. \$3900.00 is appropriated out of the 1946 General Fund - S. A. Airport Department, payable to the Contractor, upon the completion and acceptance of this work upon final certificate of the Airport Director that the work has been completed, delivered and accepted.

5. PASSED AND APPROVED this 19th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

San Antonio - 6 - Texas,  
November 5, 1946

Honorable Mayor and Commissioners,  
San Antonio, Texas.

Gentlemen:

As instructed by General Paul Wilkens, we have made a physical survey of the control tower at your municipal airport and find it to be in a dangerously weak condition. Many of the supporting timbers are almost completely rotted in two. We can brace this control tower in a substantially satisfactory manner with the use of structural steel, which will leave it strong and rigid for quite some time.

We estimate the cost of this work will be for labor and material \$3,900.00. Of this amount, \$1,850.00 is labor cost, and the balance is material cost. If you desire this work to be performed, we will be glad to do it for you at such time that you appropriate the necessary funds.

Respectfully yours,

VICTOR PRASSEL  
/s/ Victor Prassel

VP/dw

\* \* \*

AN ORDINANCE (4281)

ACCEPTING BIDS OF PEDRO S. CASTRO AND GEO. E. BROMBAUGH  
FOR SURPLUS PROPERTY AT SAN ANTONIO MUNICIPAL AIRPORT.

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

1. That the bid of Pedro S. Castro for one bath tub, \$87.50, and one lavatory, \$28.50;  
2. And the bid of Geo. E. Brombaugh for 3 fire hydrants, \$10.00, one gasoline tank, \$5.00, and one Butane tank, \$10.00;

3. Be and the same are hereby accepted and upon the payment of the consideration therein specified, the Airport Manager shall deliver said property to said persons, and the City of San Antonio conveys all of its right, title and interest to said property to the successful bidders.

4. The receipts for the sale of said property shall be credited to the Airport Fund for the operation of the San Antonio Municipal Airport.

5. PASSED AND APPROVED this 19th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4282)

DEMISING A TRACT OF LAND OUT OF THE SEWER FARM TO THE UNITED STATES DEPARTMENT OF AGRICULTURE.

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

1. That the City of San Antonio lets and demises to the United States Department of Agriculture, Soil Conservation Service, the exclusive use and possession of the following described premises without monetary consideration, to-wit:

A tract of land out of the Manuel Leal Survey No. 30 situated in Bexar County, Texas: Beginning at the intersection of the east property line of the Corpus Christi Road and the south property line of the Cemetery Road for the northwest corner of this tract; Thence South 22 deg. 12 min. E. along said east property line of the Corpus Christi Road 550.0 feet to a point for the southwest corner of this tract; Thence North 67 deg. 09 min. E. 1305.3 feet to a point in the south property line of the Cemetery Road for the east corner of this tract; Thence North 89 deg. 54 min. W. 1410.75 feet along said south property line of the Cemetery Road to the place of beginning, containing 8.24 acres of land, more or less.

Together with the houses, barns, and other buildings complete and all appurtenances, easements and fixtures thereunto belonging.

2. The premises are to be used by the United States Department of Agriculture for the operation of a soil conservation nursery. The land described herein is a part of the land, identified as Tract No. 1, used by the United States Department of Agriculture for the term beginning the 1st of July, 1943 and ending the 30th of June, 1946, under Cooperative Agreement bearing contract number A-sc-754, dated the 1st day of November, 1943; the other part of land, identified as Tract No. 2 and covered by said agreement, has been relinquished by the United States Department of Agriculture to the City of San Antonio to be used by the Texas National Guard.

3. This conveyance is made subject to the continuation of all the terms, conditions and provisions contained in Cooperative Agreement A-sc-754 except as is modified expressly by this instrument.

4. The term of this tenancy shall extend from the 1st of July, 1946 to the 30th of June, 1947.

PASSED AND APPROVED this 19th day of November, A. D. 1946.

/s/ Gus B. Mauermann

Gus B. Mauermann  
M A Y O R

ATTEST:

/s/ Frank W. Brady

Frank W. Brady  
City Clerk

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1946.

UNITED STATES DEPARTMENT OF AGRICULTURE

By \_\_\_\_\_  
Chief, Regional Administrative  
Service Division

\* \* \*

APPRO. NO. 464

AN ORDINANCE (4283)

APPROPRIATING \$62,163.52 OUT OF 1946 GENERAL FUND TO PAY FOR MATERIALS, EQUIPMENT, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$62,163.52, be and the same is hereby appropriated out of the 1946 General Fund - for materials, equipment, supplies and miscellaneous expenditures, payable to the person, persons or firm as shown on the attached list, as per approved purchase orders on file in the City Auditor's Office, out of the following departments:

Public Affairs in General	14,427.69
Dept. of Taxation	810.52
Sanitation, Parks & Public Property	20,010.80
Streets and Public Improvements	12,933.49
Fire and Police	13,981.02
	<hr/>
	\$ 62,163.52

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 465

AN ORDINANCE (4284)

APPROPRIATING \$1,829.58 OUT OF THE 1946 GENERAL FUND TO PAY TELEPHONE SERVICES FOR THE MONTH OF NOVEMBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,829.58, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to the Southwestern Bell Telephone Company, telephone services for the month of November, 1946, for the following Departments:

Department of Public Affairs in General	\$524.96
Department of Taxation	78.99
Department of Sanitation, Parks and Public Property	139.06
Department of Streets and Public Improvements	59.35
Department of Fire and Police	1027.22
	<hr/>
	\$ 1829.58

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 466

AN ORDINANCE (4285)

APPROPRIATING \$745.03 OUT OF THE PARK REVENUE BOND FUND - FOR MATERIAL, SUPPLIES AND MISCELLANEOUS EXPENDITURES FOR THE MONTH OF OCTOBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$745.03, be and the same is hereby appropriated out of the Park Revenue Bond Fund, for material, supplies, and miscellaneous expenditures, as per approved purchase orders on file in the City Auditor's Office, payable to the person, persons or firms as shown below:

City Public Service Board	\$ 41.50
Dixie Petroleum Co.	21.41
Economy Feed & Seed Store	187.50
Golden West Oil Co.	1.48
Goodyear Service Stores No. 2	22.85
Groves Paint & Body Works	173.39
R. M. Hughes & Co.	20.00
Magnolia Petroleum Co.	20.36
Milam Chevrolet Co.	149.07
National Cash Register Co.	94.17
Southwestern Bell Telephone Co.	13.30
	<hr/>
	\$745.03

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 467

AN ORDINANCE (4286)

APPROPRIATING \$611.37 OUT OF THE COMMERCE BUILDING FUND - FOR MATERIAL, SUPPLIES AND MISCELLANEOUS EXPENDITURES FOR THE MONTH OF OCTOBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$611.37, be and the same is hereby appropriated out of the Commerce Building Fund, for material, supplies, and miscellaneous expenditures, as per approved purchase orders on file in the City Auditor's Office, payable to the person, persons or firms as shown below:

Alamo Janitor Supply Company	\$ 12.49
Nathan Alterman Electric Co.	8.23
Blue and Blue Printers	68.50
City Public Service Board	108.33
R. P. Kincheloe Company	71.44
Myrtle Luđerus	90.00
Martin Linen Supply Company	7.10
Otis Elevator Company	66.00
Pittsburgh Plate Glass Company	76.16
San Antonio Machine & Supply Co.	10.82
Southwest Photo Supplies	35.00
Stephens Fuel Oil Co.	26.02
Martin Wright Electric Co.	31.28
	<hr/>
	\$ 611.37

PASSED AND APPROVED on the 21st day of November, 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 468

AN ORDINANCE (4287)

APPROPRIATING \$100.00 OUT OF THE CITY OF SAN ANTONIO, STREET EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$100.00 be; and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs, as per City Engineer's letter of November 21st, 1946, as follows:

Inez Lozano	Refund	\$ 4.00
Carl T. Heabody	"	15.00
Francisco Arevalo	"	3.65
Ralph Vaquera	"	9.00
A. F. Rakowitz	"	9.00
Jesus Mendoza	"	9.00
L. T. Rodriguez	"	4.00
Willie O. Nicks	"	4.00
City of San Antonio	Repairs	42.35
		<hr/>
		\$ 100.00

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 469

AN ORDINANCE (4288)

APPROPRIATING \$1,976.25 OUT OF THE 1946 GENERAL FUND,  
ENGINEERING DEPARTMENT TO PAY FRANK T. DROUGHT FOR  
PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,976.25, be and the same is hereby appropriated out of the 1946 General Fund - Engineering Department to pay Frank T. Drought his first and final estimate for professional services in connection with making boundary survey of the newly annexed areas to the City of San Antonio.

PASSED AND APPROVED on the 21st. day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 470

AN ORDINANCE (4289)

APPROPRIATING \$350.00 OUT OF THE 1946 GENERAL FUND -  
EMERGENCY STREET AND BRIDGE DEPARTMENT, PAYABLE TO A. H.  
BECK FOUNDATION COMPANY FOR TEST HOLE BORING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$350.00, be and the same is hereby appropriated out of the 1946 General Fund - Emergency Street and Bridge Department to pay A. H. Beck Foundation Company for test hole boring at the Ralph Street Bridge Crossing over San Pedro Creek and the West Houston Street Bridge crossing over the Alazan Creek, in connection with the construction and design of these two bridges, as per first and final Estimate on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st. day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 471

AN ORDINANCE (4290)

APPROPRIATING \$46.78 OUT OF THE 1946 GENERAL FUND - STREET  
MAINTENANCE DEPARTMENT, PAYABLE TO T. & N. O. R. R. FOR  
FREIGHT ON ONE (1) CAR TRAP ROCK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$46.78, be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department for freight on One (1) car of trap rock, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 472

AN ORDINANCE (4291)

APPROPRIATING \$69.53 OUT OF THE 1946 GENERAL FUND - STREET  
MAINTENANCE DEPARTMENT TO PAY SOUTHWEST STONE COMPANY FOR  
ONE (1) CAR OF TRAP ROCK.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$69.53, be and the same is hereby appropriated out of the 1946 General Fund - Street Maintenance Department, payable to the Southwest Stone Company for one (1) Car of Trap Rock, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st. day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 473

AN ORDINANCE (4292)

APPROPRIATING \$335.12 OUT OF THE 1946 GENERAL FUND, EMERGENCY STREET AND BRIDGE DEPT. PAYABLE TO J. W. BERETTA ENGINEERS, INC. FOR EXPENSES ON TRIP TO CLEVELAND, OHIO AND RICHMOND, VIRGINIA TO INSPECT BRIDGE STEEL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$335.12, be and the same is hereby appropriated out of the 1946 General Fund - Emergency Street and Bridge Department, payable to J. W. Beretta Engineers, Inc. for expenses on trip to Cleveland, Ohio and Richmond, Virginia for the purpose of obtaining, inspecting and arranging for delivery of structural steel for the Ralph Street Bridge over the San Pedro Creek and the West Houston Street Bridge over the Alazan Creek, in connection with the construction and design of these two bridges, as per itemized sworn statement of expenses on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4293)

ACCEPTING EASEMENT OF JOE BOLNER FOR PUBLIC DRAIN.

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

1. That the easement, dated the 14th day of November, 1946, signed by Joe Bolner, and Maria Bolner, for a public drain across New City Block 2664, Lot A-1, be accepted, and the City Clerk is directed to file the easement and this ordinance with the County Clerk of Bexar County.

2. PASSED AND APPROVED this 21st day of November, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 474

AN ORDINANCE (4294)

AUTHORIZING THE PAYMENT AND APPROPRIATING THE SUM OF \$511.00 IN PAYMENT TO THE TURNER ROOFING & SUPPLY COMPANY, 1308 E. HOUSTON STREET, FOR ROOF REPAIRS ON THE WITTE MUSEUM, DAMAGED BY HAIL-STORM WHICH OCCURRED MAY 16, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$511.00 be, and the same is hereby appropriated out of the 1946 General Fund, Witte Museum Department, in payment to The Turner Roofing & Supply Company, 1308 E. Houston Street, San Antonio Texas, for repairs to the Witte Museum Roof, which was damaged by a hailstorm which occurred May 16, 1946, same being covered by insurance.

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady, City Clerk

\* \* \*

M A Y O R

APPRO. NO. 475

AN ORDINANCE (4295)

APPROPRIATING \$86.64 OUT OF THE 1946 GENERAL FUND - VARIOUS DEPARTMENTS - TO PAY GOVERNMENT TAX ON ADMISSIONS FOR MONTH OF OCTOBER.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$86.64, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to the Collector of Internal Revenue, being Tax on Admissions from Oct. 1, 1946 to Oct. 30, 1946, inclusive, as per statement on file in the City Auditor's Office, as follows:

1946 General Fund

Witte Museum	\$45.86
Governor's Palace	40.78
	<hr/>
	\$86.64

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 476

AN ORDINANCE (4296)

APPROPRIATING \$5.00 OUT OF THE 1946 GENERAL FUND - MUSEUM DEPARTMENT TO PAY NATIONAL BANK OF COMMERCE FOR SAFE DEPOSIT BOX RENTAL, FOR STORING COIN COLLECTION.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$5.00, be and the same is hereby appropriated out of the 1946 General Fund - Museum Department, to pay National Bank of Commerce, rental on Safe Deposit Box used for storing coin collection, as per approved purchase order on file in the City Auditor's Office.

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4297)

EXTENDING THE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE STEPHENS FUEL OIL CO., 1003 ROOSEVELT AVENUE, TO FURNISH FUEL OIL TO THE VARIOUS CITY DEPARTMENTS, UNDER THE SAME CONDITIONS AND PRICES AS OFFERED IN THEIR PROPOSAL DATED SEPTEMBER 10, 1946, WHICH WAS ACCEPTED BY THE CITY COUNCIL SEPTEMBER 19, 1946, THIS EXTENSION OF SAID CONTRACT TO TERMINATE DECEMBER 15, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, The City Council does hereby extend the Fuel Oil Contract between The City of San Antonio and Stephens Fuel Oil Co., 1003 Roosevelt Avenue, under the same conditions and prices as offered in their Proposal dated September 10, 1946, which was accepted by The City Council September 19, 1946, this extension of said Contract shall be for a period from November 16, 1946 to December 15, 1946, inclusive, same being agreeable to both parties.

PASSED AND APPROVED on the 21st day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

## AN ORDINANCE (4298).

AUTHORIZING THE PURCHASE BY THE CITY OF SAN ANTONIO FROM CATTO AND PUTTY AND W. U. PAUL OF HANGAR DOORS FOR HANGAR NO. 601 AND 602 AT STINSON FIELD.

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

1. That by this ordinance the Mayor of the City of San Antonio, for and on behalf of said City, is authorized and directed to purchase from Catto and Putty, a Texas Corporation, and W. U. Paul, Inc., a Texas Corporation, hangar doors installed in place on Hangar No. 601 and Hangar 602 at Stinson Field in Bexar County, Texas, for the sum of Four Thousand Dollars (\$4,000.00), to be paid in the manner and under the conditions hereinafter set out.

2. The hangar doors to be so purchased are described as follows: Being 20 panels, each panel being 12' x 26', Butler Manufacturing Company Type C.H. Metal combat hangar doors, as described in War Department TM 599610 of March 31st, 1945.

3. Fourteen (14) of said panels are in place or to be properly put in place on said Stinson Field Hangar No. 601. Four (4) of said hangar doors in place or to be properly put in place on said Stinson Field Hangar No. 602.

In installing said panel doors, the directions and specifications contained in said TM 5-9610 shall be complied with.

4. When said panel hangar doors have been put in place on said hangar No. 601 and said hangar No. 602, the same shall be inspected by Paul C. Wilkins, Airport Director for the City of San Antonio, and if said Airport Director finds that said panel hangar doors are as described herein and that the same have been erected and put in place as directed in said TM 509610, he shall deliver to the Mayor of the City of San Antonio a written certificate to that effect.

5. Upon receipt of such certificate of the Airport Director, the Mayor of the of the City of San Antonio shall execute, in the name of said City of San Antonio, two promissory notes, one in the principal sum of Three Thousand Dollars (\$3,000.00) payable to Catto & Putty, and one promissory note in the principal sum of One Thousand Dollars (\$1,000.00) payable to W. U. Paul, Inc., each dated as of the date of the certificate of said Airport Director, each bearing interest from maturity until paid at the rate of 5% per annum, payable in twelve (12) monthly installments of Two Hundred Fifty Dollars (\$250.00) each. The promissory note to W.U. Paul, Inc., will be payable in twelve (12) monthly installments of Eighty-three Dollars (\$83.00) each. The first of such installments on each note maturing on or before one month after the date of said notes and subsequent installments maturing on or before each month thereafter for the next succeeding eleven months.

Said notes shall provide for the usual 10% attorney's fees, in the event of default, and shall further authorize the holder thereof to mature the entire unpaid principal of said notes in the event of default in the payment of any installment when due.

6. Said \$3,000.00 note shall be delivered by said Mayor to said Catto & Putty, said \$1,000.00 note shall be delivered by said Mayor to said W. U. Paul, Inc. when said Catto & Putty and said W. U. Paul, Inc. shall deliver to said Mayor proper bills of sale transferring the title to said hangar doors, purchased by each of said parties, and properly put in place on said Hangars No. 601 and No. 602, to the City of San Antonio; said Bills of Sale to expressly recite that said doors are transferred as personal property and not as fixtures or appurtenances to land or buildings.

7. Said Mayor is further authorized and directed to execute in the name of the City of San Antonio, and deliver to said Catto & Putty and said W. U. Paul, Inc. chattel mortgage in conventional terms, giving and granting to said Catto & Putty and said W. U. Paul Inc. chattel mortgage liens upon the hangar doors purchase from said respective parties to secure the

payment of said \$3,000.00 note and \$1,000.00 note of the City of San Antonio, herein above authorized to be executed and delivered to said respective parties.

8. The hangar doors, purchased under the terms of this ordinance shall be, by the City of San Antonio, treated as removable personal property and the same may be removed from said Hangar No. 601 and No. 602 and sold under the terms of the chattel mortgages to be given by said City, or may be removed and dealt with by the City of San Antonio in such manner as may be authorized by the Commissioners of said City, not inconsistent with the rights of said Catto & Putty and Said W. U. Paul, Inc.

9. The two remaining hangar doors not installed, as above directed, shall be stored in Hangar No. 602 for future use, as occasion may require.

10. Passed and approved this 21st day of November, 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 477

AN ORDINANCE (4299)

TRANSFERRING \$9,000.00 FROM THE 1945 GENERAL FUND, TO  
1946 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$9,000.00, be and the same is hereby ordered transferred from the 1945 General Fund - Taxes, Licenses, Fines, etc. Account to the 1946 General Fund - Taxes, Licenses, Fines, etc. Account.

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 478

AN ORDINANCE (4300)

APPROPRIATING \$110,881.68 OUT OF THE 1946 GENERAL FUND,  
FOR SEMI-MONTHLY PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$110,881.68, be and the same is hereby appropriated out of the 1946 General Fund, for semi-monthly payrolls for the period ending November 30, 1946, as follows:

PUBLIC AFFAIRS IN GENERAL	19,640.90
TAXATION DEPARTMENT	5,062.50
SANITATION, PARKS & PUBLIC PROPERTY	14,206.76
STREETS & PUBLIC IMPROVEMENTS	9,217.83
FIRE & POLICE DEPARTMENTS	62,753.69

110,881.68

PASSED AND APPROVED on the 27th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 479

AN ORDINANCE (4301)

APPROPRIATING \$1,816.40 OUT OF THE COMMERCE BUILDING FUND,  
FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,816.40, be and the same is hereby appropriated out of the COMMERCE BUILDING FUND, for semi-monthly Health

Department payroll for the period ending November 30, 1946, in the amount of \$1,816.40.

PASSED AND APPROVED on the 27th day of NOVEMBER 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 480

AN ORDINANCE (4302)

APPROPRIATING \$250.26 OUT OF THE 1946 GENERAL FUND TO PAY FOR TELEPHONE SERVICES FOR THE MONTH OF NOVEMBER, 1946.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$250.26, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to the Southwestern Bell Telephone Company to pay for telephone services for the month of November, 1946, for the following Departments.

Department of Public Affairs in General	\$45.00
Department of Sanitation, Parks & Public Property	94.87
Department of Streets and Public Improvements	13.45
Department of Fire & Police	96.44

\$250.26

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 481

AN ORDINANCE (4303)

APPROPRIATING \$75,073.35 OUT OF THE 1946 GENERAL FUND TO PAY THREE NOTES NOS. 41 TO 43 INCLUSIVE, AND INTEREST.

BE IT ORDAINED By the Commissioners of the City of San Antonio, that, the sum of \$75,000.00, be and the same is hereby appropriated out of the 1946 General Fund - Taxes, Licenses, Fines, Etc. Account, payable to the National Bank of Commerce, San Antonio, Texas to pay three notes Nos. 41 to 43 inclusive, of the 1946 General Fund Series, maturing on or before May 31, 1947; and that the sum of \$73.35, be and the same is hereby appropriated out of the 1946 General Fund - Interest Department, to pay Interest on 1946 General Fund Notes Nos. 41 to 43 inclusive.

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

AN ORDINANCE (4304)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW AN ADDITIONAL \$1,300,000.00 TO PAY CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1946.

THAT, WHEREAS, for the purpose of paying debts of the City of San Antonio, incurred for current expenses during the fiscal year beginning June 1, 1946 and ending May 31, 1947, ordinances were passed authorizing the City to borrow from the National Bank of Commerce of San Antonio the sum of \$2,600,000.00, which amount was not to exceed 87.48% of the estimated current general fund revenues of said City for said fiscal year, and, as evidence of such debt, issue notes numbered 1 to 104, inclusive, each in the sum of \$25,000.00; and

WHEREAS, it is necessary for the City of San Antonio to borrow an additional \$1,300,000.00

for the purpose of paying debts of the City of San Antonio incurred for current expenses during the fiscal year beginning June 1, 1946 and ending May 31, 1947;

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

1. That, for the purpose of paying additional debts of the City of San Antonio incurred for current expenses during the fiscal year beginning June 1, 1946, and to pay current expenses of said City for the remainder of said fiscal year ending May 31, 1947, there shall be borrowed and secured from the National Bank of Commerce of San Antonio, advances of money for said purposes in an additional amount of \$1,300,000.00, which amount does not exceed 87.48% of the estimated current general fund revenues of said City for said fiscal year, and said amount, together with all other amounts to be borrowed for said purpose during said fiscal year, shall not exceed 87.48% of the estimated general fund revenues of the City for said fiscal year, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said National Bank of Commerce as hereinafter provided, under the power vested in the City of San Antonio by its Charter and the Constitution and Laws of the State of Texas.

2. That said notes shall be numbered consecutively from 105 to 156, both inclusive, and each note shall be for the sum of \$25,000.00.

3. That the above said additional notes, aggregating \$1,300,000.00, shall be payable to bearer at the National Bank of Commerce of San Antonio; all said notes shall be dated the day and date they are executed, and shall bear interest at the rate of ~~One and~~ Nineteen/One-hundredths Per Cent (1.19%) per annum from date thereof, calculated and payable monthly, as it accrues, provided, that interest shall be paid only on cash actually advanced on said notes and only from the date of such advancements, and, provided, that said principal amount or advances made by said Bank to the said City shall draw interest after June 30, 1947, at the rate of Three and Seventy-five/One-hundredths Per Cent (3.75%) per annum, and like rate of interest on defaulted interest; said notes shall be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and the City Auditor of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes; said notes shall provide for final maturity not later than May 31st, 1947, with privilege of prepayment prior to maturity, and shall be concurrently secured with each other and with the original notes numbered 1 through 104, aggregating \$2,600,000.00, regardless of date of issuance.

4. That the uncollected taxes and revenues of the City of San Antonio, for the fiscal year beginning June 1, 1946, and ending May 31, 1947, and all of the current revenues of the City of San Antonio arising from taxation and all other sources, during said fiscal year, other than receipts from parking meters, Health Center Project, Willow Springs Golf Course Project, and \$10,000.00 from Zoo Project for the aquarium, and sale of City property; and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, be and the same are hereby irrevocably pledged for the payment of the above said notes and advances, and that said notes and all interest thereon shall constitute a first lien upon and against all said taxes and revenues for said fiscal year, and all said uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, and shall be paid therefrom and from the said current incomes revenues of the City and such uncollected back taxes before any such taxes, revenues or incomes or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. That the money to be borrowed by the City from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank ~~and~~ the loan thereof by the Bank to the City, which proposal is set out in and accepted by ordinance

passed by the Commissioners of the City, dated May 18, 1946, and recorded in Ordinance Book N. pages 520-522, of the City of San Antonio.

6. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current expenses of said City during the said current fiscal year, and in the payment of the current expenses of said City for the remainder of said fiscal year, provided by and in accordance with the Charter and Ordinance of said City.

7. That the form of said notes shall be substantially as follows:

"No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
THE STATE OF TEXAS  
COUNTY OF BEXAR  
CITY OF SAN ANTONIO  
1946 GENERAL FUND NOTE.

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted, and hereby promises to pay to bearer at the National Bank of Commerce of San Antonio, on or before the 31st day of May 1947, the principal sum of Twenty-five Thousand Dollars (\$25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until June 30, 1947, at the rate of One and Nineteen/One-hundredths Per Cent (1.19%) per annum, calculated and payable monthly, and at the rate of Three and Seventy-five/One-hundredths Percent (3.75%) thereafter, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection, or collected through judicial proceedings of any kind, an additional Five Per Cent (5%) on the amount of principal and interest unpaid shall be payable as attorney's fees.

This note is one of a series of 156 notes, numbered from 1 to 156, both inclusive, each note being for the sum of \$25,000.00, aggregating the sum of \$3,900,000.00 evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtedness incurred for current expenses, of said City, during the fiscal year beginning June 1, 1946, and to supply the needed funds to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1947, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the Commissioners of said City on the 27th day of November, 1946, which ordinance is recorded in Ordinance Book "O", pages 388-390, of the City of San Antonio; and these notes are secured concurrently, regardless of date of issuance.

The date of this note, in conformity with said ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this series of notes, have been properly done and performed, and have happened in regular and due time; form and manner, as provided by law; and that the full faith and credit of said City of San Antonio, and the taxes and current revenues of said City, excepting receipts from parking meters, HealthCenter Project, Willow Springs Golf Course Project, and \$10,000.00 from Zoo Project for the aquarium, and sale of City property, for the fiscal year beginning June 1, 1946, and ending May 31, 1947, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes.

IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and the City Auditor, and attested by the City Clerk of said City, this the \_\_\_\_\_ day of \_\_\_\_\_ A. D., 1946."

8. That the Mayor of said City be and he is hereby authorized and directed to deliver said promissory notes to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

9. PASSED AND APPROVED this the 27th day of November A. D., 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

Approved as to Form

Cobbs, Jr.  
City Attorney.

## AN ORDINANCE (4305)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW AN ADDITIONAL \$39,000.00 TO PAY CURRENT EXPENSES OF SAID CITY FOR PUBLIC LIBRARIES DURING THE FISCAL YEAR OF 1946.

That, WHEREAS, for the purpose of paying current expenses of the City of San Antonio for the support and maintenance of the public libraries of said City for the fiscal year beginning June 1, 1946 and ending May 31, 1947, ordinances were passed authorizing the City to borrow from the National Bank of Commerce of San Antonio the sum of \$78,000.00, which amount was not to exceed 87.48% of the estimated current revenue and income of said City for said fiscal year and, as evidence of such debt, issue notes numbered from 1 to 78, both inclusive, each in the sum of \$1,000.00; and

WHEREAS, it is necessary for the City of San Antonio to borrow an additional \$39,000.00 for the purpose of paying expenses of the City of San Antonio for the support and maintenance of the public libraries of said City of San Antonio during the fiscal year beginning June 1, 1946 and ending May 31, 1947;

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

1. That, for the purpose of paying additional current expenses of the City of San Antonio for the support and maintenance of the public libraries of said City for the fiscal year beginning June 1, 1946, and to pay current expenses of said City for the fiscal year beginning June 1, 1946, there shall be borrowed and secured from the National Bank of Commerce, San Antonio, Texas, an additional advance of money in the sum of \$39,000.00, as provided by the Charter and Ordinances of said City, which amount, together with all amounts to be borrowed for general fund and library purposes during the fiscal year, does not exceed 87.48% of the estimated current revenue and income of said City for said fiscal year applicable to said purposes.

2. That to evidence said loans and advances by said Bank, there shall be executed and delivered to it 39 promissory notes of the City of San Antonio, numbered consecutively from 79 to 117, both inclusive, and said additional notes aggregating the sum of \$39,000.00, shall be for the sum of \$1,000.00 each, and shall bear interest at the rate of one and nineteen hundredths percent (1.19%) per annum from date until June 30, 1947, provided that interest shall be calculated and paid monthly on money actually advanced on said notes and only from the dates of advancement to the dates of payment, and provided that said notes shall bear interest at the rate of three and seventy-five hundredths percent (3.75%) after June 30, 1947, until paid; said notes shall be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and the City Auditor, and attested by the City Clerk, and the corporate seal of the City shall be affixed thereto; all advances shall be made on lawful warrants and/or notes which shall provide maturity on or before the 31st day of May 1947; and said warrants and/or notes given by said City to said Bank shall, regardless of date, be secured concurrently with notes numbered 1 through 78 and by a first lien upon the revenue arising from the special tax levied for this purpose for previous years, subject only to existing prior valid pledges of said back taxes, and said taxes and revenues are hereby irrevocably pledged for the payment of said loans and advances; and said warrants and/or notes and all interest thereon shall be paid from said taxes and current income and revenues before said taxes, income and revenues may be lawfully appropriated for any other purpose whatsoever.

3. The proceeds of said loans shall be used to pay the current expenses of the City of San Antonio as provided by the Library Fund Ordinance of said City, for this fiscal year, and the remainder shall be retained in said fund subject to the stipulations thereof.

4. The form of said notes shall be substantially as follows:

"No. \_\_\_\_\_

\$1,000.00

UNITED STATES OF AMERICA  
 THE STATE OF TEXAS  
 COUNTY OF BEXAR  
 CITY OF SAN ANTONIO LIBRARY FUND  
 NOTE 1946

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted and hereby promises to pay to bearer at the National Bank of Commerce, of San Antonio, Texas, on or before the 31st day of May 1947, the principal sum of One Thousand Dollars (\$1,000.00) in lawful money of the United States of America, together with interest thereon from date hereof until June 30th, 1947, at the rate of One and nineteen hundredths per cent (1-19/100%) per annum calculated and payable monthly, and at the rate of three and seventy-five hundredths per cent (3-75/100%) per annum after June 30th 1947, and like rate on defaulted interest until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection, or collected through judicial proceedings of any kind, an additional 5 per cent on the amount of principal and interest unpaid shall be payable as attorney's fees.

This note is one of a series of 117 notes numbered 1 to 117, both inclusive, being of the denomination of \$1,000.00 each, aggregating \$117,000.00, authorized to be issued from time to time by the City of San Antonio to the National Bank of Commerce, of San Antonio, Texas, evidencing loans made to said City by said Bank, for the purpose of paying indebtedness incurred and to be incurred for current expenses of said City for the support and maintenance of public libraries of said City, for the fiscal year beginning June 1, 1946 and ending May 31, 1947, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an Ordinance passed by the Commissioners of said City on 27th day of November 1946, which ordinance is recorded in Ordinance Book "0", page 392-392, of the City of San Antonio, and all said notes are secured concurrently with each other and with the original notes, 1 through 78, aggregating \$78,000.00, regardless of date of issuance.

The date of this note, in conformity with said ordinance, is the date of advancement and payment to the City by the payee therein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes, having been done, and performed properly and have happened in regular and due time, form and manner, as stipulated by law and that the revenue arising from the special tax levied and collected to create the Library Fund for said fiscal year, and all uncollected back taxes arising from the special tax levied for this purpose for previous years, subject only to existing prior valid pledges of said back taxes, are pledged irrevocably for the payment of this series of notes and this loan."

5. The City of San Antonio will levy a tax as stipulated by law at a rate sufficient to produce a return to pay the series of notes specified herein, according to their tenor and effect.

6. That the Mayor of said City be and he is hereby authorized to execute and deliver said promissory notes to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered, to the payee in consecutive numerical order hereinabove designated.

7 7/ PASSED AND APPROVED this the 27th day of November A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

Approved as to Form

Cobbs, Jr.  
 City Attorney

\* \* \*

AN ORDINANCE (4306)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW AN ADDITIONAL \$20,000.00 FROM THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO TO PAY CURRENT EXPENSES IN THE MATTER OF THE TUBERCULOSIS CONTROL FUND DURING THE FISCAL YEAR 1946.

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

1. That the City of San Antonio is authorized to borrow from the National Bank of Commerce of San Antonio, the additional sum of \$20,000.00 to pay that part of the current expenses for the fiscal year beginning June 1, 1946, and ending May 31, 1947, which represents the obligation of the City under the joint program of tuberculosis control set up under Chapter 219, Acts of 1927, Regular Session of the 40th Legislature of Texas, as amended by Chapter 295,

Acts of 1945, Regular Session of the 49th Legislature of Texas.

2. As evidence of said loan, 20 promissory notes of the City of San Antonio shall be executed and delivered to the National Bank of Commerce of San Antonio, or order, which notes shall be numbered consecutively from 11 to 30, both inclusive, and shall be for the sum of \$1,000.00 each, aggregating \$20,000.00, and shall bear interest at the rate of One and Nineteen/One Hundredths Per cent (1.19%) per annum from date until June 30th, 1947, interest paid only on money actually advanced on said notes and only from the date of the advancement to the dates of payment, which notes shall be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and City Auditor, and attested by the City Clerk, and the corporate seal of the City shall be affixed thereto, and said notes shall draw interest after June 30th, 1947, until paid at the rate of Three and Seventy-five/one-hundredths Per Cent (3.75%) per annum; all advances shall be made on lawful notes which shall provide for maturity not later than May 31st, 1947, with privilege of prepayment prior to maturity; and the aggregate amount of the warrants, notes or other obligations outstanding at any one time shall not exceed the unpledged current revenue of the Tuberculosis Control Fund remaining uncollected for such current fiscal year, and said notes shall constitute a first lien upon said uncollected and unpledged revenue arising from the special tax levied and collected to create such fund for the current fiscal year, and all uncollected back taxes arising from the special taxes levied for this purpose for previous years are hereby irrevocably pledged for the payment of said advancements, and said notes and all interest thereon shall be paid from said current income, before such revenues may be lawfully appropriated for any other purpose.

3. The proceeds of said loan shall be used to pay the current tuberculosis control expenses of the City of San Antonio under the provisions of the said Acts of the Legislature for the current fiscal year, and the remainder shall be retained in said fund subject to the lien securing said notes.

4. The form of said notes shall be substantially as follows:

"No. _____	CITY OF SAN ANTONIO TUBERCULOSIS CONTROL FUND NOTE 1946.	\$1,000.00
------------	---	------------

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted and hereby promises to pay to National Bank of Commerce of San Antonio, or order, at its Banking House in the City of San Antonio, Texas, on or before the 31st day of May, 1947, the principal sum of One Thousand (\$1,000.00) Dollars in lawful money of the United States of America, together with interest thereon from date hereof until June 30th, 1947, at the rate of One and Nineteen/One-hundredths Per Cent (1.19%) per annum, payable monthly, and after June 30th, 1947, until paid at Three and Seventy-five/One-hundredths (3.75%) per Cent per annum, and like rate of interest on defaulted interest until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection, or collected through judicial proceedings of any kind, an additional Five Per Cent (5%) on the amount of principal and interest unpaid shall be payable as attorney's fees.

This note is one of a series of 30 notes, numbered from 1 to 30, both inclusive, notes being of the denomination of \$1,000.00 each, aggregating \$30,000.00, authorized to be issued from time to time by the City of San Antonio, evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtedness incurred for current expenses of said City during the fiscal year beginning June 1, 1946, and ending May 31, 1947, for the Tuberculosis Control Fund, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an Ordinance passed by the Commissioners of said City and which ordinance is recorded in the Ordinances of said City and is included herein by reference.

The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein, of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this series of notes have been properly done and performed, and have happened in regular and due time, form and manner, as required by law; and that the full tax levied for tuberculosis control purposes for the fiscal year beginning June 1, 1946, and ending May 31, 1947, and all uncollected back taxes arising from the special tax levied for this purpose for previous years, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes."

5. The City of San Antonio shall levy a tax as stipulated by law at a rate sufficient to produce a return to pay the series notes specified herein, according to their tenor and effect.

6. That the Mayor of said City be and he is hereby authorized and directed to deliver said promissory notes to the payee thereof, upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

7. Upon the payment of said notes, or any of them, the same shall be cancelled by the Bank and returned to the City Auditor.

8. PASSED AND APPROVED this 27th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

Approved as to Form

Cobbs, Jr.  
City Attorney

\* \* \*

APPRO. NO. 480

AN ORDINANCE (4307)

AUTHORIZING THE EMERGENCY REPAIRS TO ONE INTERNATIONAL MODEL TD-18 CRAWLER TYPE TRACTOR AND APPROPRIATING THE SUM OF \$205.22 OUT OF THE 1946 GENERAL FUND, GARBAGE & SANITATION DEPARTMENT, IN PAYMENT TO JESS McNEEL MACHINERY COMPANY.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the City Purchasing Agent be, and he is hereby authorized to approve Purchase Order for the Emergency Repairs of one International Model TD-18 Crawler Type Tractor by the Jess McNeel Machinery Co., 922 Austin Street, at the cost of \$205.22 covering materials and labor necessary for said repairs.

And that the sum of \$205.22 be, and the same is hereby appropriated out of the 1946 General Fund, Garbage & Sanitation Department, in payment of same.

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 483

AN ORDINANCE (4308)

ACCEPTING PROPOSAL, CREATING CONTRACT AND MAKING AN APPROPRIATION FOR MATERIALS WITH SOUTHERN STEEL COMPANY, 4700 SOUTH PRESA ST., SAN ANTONIO, TEXAS.  
Proposal date 11-20-46

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

1- That this Ordinance evidences the acceptance of the attached Bidders Proposal, and makes and manifests a contract according to the terms of the Proposal, the Charter and relevant Ordinances of the City of San Antonio, with SOUTHERN STEEL COMPANY, 4700 South Presa St.,

2- An Appropriation is made hereby in the amount of \$1,097.65 from the 1946 General Fund, Sewer Maintenance Department Fund to pay the debt created by this Ordinance; and the issue of a Warrant is authorized to be delivered to the Contractor, according to the terms of this contract, upon certification for payment under the Ordinances of the City of San Antonio, and in conformity with Section 17 of the Finance Ordinance.

3- This contract shall become effective upon adoption by the Board of Commissioners of The City of San Antonio, and all agreements, if any existing heretofore between the contracting parties relating to the subject matter of this contract, are superseded expressly hereby and are null and void.

4- This instrument in writing constitutes the entire contract between the parties, there being no other written nor parole agreement with 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.

5- Accepting the attached proposal to furnish materials for Out-Fall Sewer as follows:

28 Sheets Black Mild Steel 48" x 87" x 1/2", arched 30" Radius lengthwise	\$631.75
17 Sheets Black Mild Steel 60" x 86" x 1/2", " " " " " " " " " " " "	\$465.90

Total net cost	\$1,097.65
----------------	------------

And appropriating the net sum of \$1,097.65 out of the 1946 General Fund, Sewer Maintenance Department, in payment to Southern Steel Company for same.

PASSED AND APPROVED this 27th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady

City Clerk

M A Y O R

\* \* \*

AN ORDINANCE (4309)-

MAKING A QUIT CLAIM DEED FROM THE CITY OF SAN ANTONIO TO IKE MEADOR.

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

1. That the Mayor of the City of San Antonio is hereby authorized to execute a quit claim deed on behalf of the City of San Antonio to Ike Meador for certain property more particularly described as follows:

2. A certain tract of land designated as Parcel "G" according to the plat attached to said deed, which is more particularly described by field notes, said parcel comprising portions of two alleys in New City Block 6931, City of San Antonio, Bexar County, Texas.

3. Upon the execution of said deed by the Mayor and the attestation thereon, the deed shall be delivered to Ike Meador in exchange for a certain deed for property for the relocation of the said alley.

4. PASSED AND APPROVED this 27th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady

City Clerk

M A Y O R

\* \* \*

AN ORDINANCE (4310)-

ACCEPTING THE QUIT CLAIM DEED OF IKE MEADOR.

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

1. That the quit claim deed of Ike Meador to a parcel of land in New City Block 6931, City of San Antonio, Bexar County, Texas, more particularly described in said deed, be and the same is hereby accepted; and the City Clerk is directed to file a certified copy of this ordinance and said deed for record in the Deed Records of Bexar County, Texas.

2. PASSED AND APPROVED this 27th day of November A. D. 1946.

Gus B. Mauermann

ATTEST:

Frank W. Brady

City Clerk

M A Y O R

\* \* \*

## AN ORDINANCE (4311).

MAKING A QUIT CLAIM DEED FROM THE CITY OF SAN ANTONIO TO  
LONIE KELLER.

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

1. That the Mayor of the City of San Antonio is hereby authorized to execute a quit claim deed on behalf of the City of San Antonio to Lonie Keller for certain property more particularly described as follows:

2. A certain tract of land designated as Parcel "F" according to the plat attached to said deed, which is more particularly described by field notes, said parcel comprising portion of an alley in New City Block 6931, City of San Antonio, Bexar County, Texas.

3. Upon the execution of said deed by the Mayor and the attestation thereon, the deed shall be delivered to Lonie Keller in exchange for a certain deed for property for the re-location of the said alley.

4. PASSED AND APPROVED this 27th day of November, A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

## AN ORDINANCE (4312).

## ACCEPTING THE QUIT CLAIM DEED OF LONIE KELLER.

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

1. That the quit claim deed of Lonie Keller to a parcel of land in New City Block 6931, City of San Antonio, Bexar County, Texas, more particularly described in said deed, be and the same is hereby accepted; and the City Clerk is directed to file a certified copy of this ordinance and said deed for record in the Deed Records of Bexar County, Texas.

2. PASSED AND APPROVED this 27th day of November A. D. 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

APPRO. NO. 484

## AN ORDINANCE (4313)

TRANSFERRING \$22,000.00 FROM 1946 GENERAL FUND - PARKING  
METER ACCOUNT TO THE POLICE & FIREMEN'S PENSION FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$22,000.00, be and the same is hereby ordered transferred from 1946 General Fund - Parking Meter Account to the Police and Firemen's Pension Fund.

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

AN ORDINANCE (4314).

CLOSING A PORTION OF BEACON AVENUE AND MAKING A CONVEYANCE TO OSCAR S. BROWN.

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

1. That that portion of Beacon Avenue lying north of Hermine Boulevard, adjacent to New City Block 9114, according to a plat recorded in Vol. 2222, page 51, Deed and Plat Records of Bexar County, Texas, be abolished, closed and abandoned as a public street of the City of San Antonio.

2. That the City of San Antonio; San Pedro Development Company; W. T. Thrift; Beatrice S. Dance and husband, Dupree R. Dance; and Eleanor S. Capers and husband, Sam C. Capers, do by these presents release and forever quitclaim unto the said Oscar S. Brown all of their right, title and interest in and to the following portion of said street, to-wit:--

Beginning at the intersection of the East boundary line of the above mentioned 50 foot street easement with the north boundary line of Lot 1, Block 1, New City Block 9114, and south boundary line of a 15-foot alley, for the northeast corner of this parcel; thence S. 6° 20' W. with the east line of the above mentioned 50-foot street easement, 167.52 feet to a point in the southwest line of Lot 1, for the southeast corner of this parcel; thence in a northwesterly direction with the southwest boundary line of Lot 1, Block 1, New City Block 9114, and with a curve to the right having a radius of 40 feet, an arc length of 30.66 feet to the P. T. of said curve, the chord of which has a bearing of N. 32° 58' 40" W., and a distance of 29.91 feet; thence continuing with the wouthwest boundary line of Lot 1, Block 1, New City Block 9114, and the now accepted east boundary line of Beacon Avenue, N. 11° W. 145.39 feet to a point, the northwest corner of Lot 1, Block 1, for the northwest corner of this parcel; thence S. 89° 37' 30" E. with the north boundary line of Lot 1, Block 1, New City Block 9114, and south boundary line of a 15-foot alley, 44.99 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, unto the said Oscar S. Brown, his heirs and assigns forever, so that neither of the grantees, nor our heirs, nor any person or persons, claiming under us, shall, at any time hereafter have, claim or demand any right or title to the aforesaid premises or their appurtenances, by, through or under us.

3. The aforesaid property shall be attached to Lot 1, New City Block 9114, and the City Engineer and the City Assessor are directed to change their records in conformity herewith.

4. Passed, approved and executed this the 27th day of November, 1946

CITY OF SAN ANTONIO

By Gus B. Mauermann

M A Y O R

ATTEST:

Frank W. Brady  
City Clerk

SAN PEDRO DEVELOPMENT COMPANY,

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* \* \*

## AN ORDINANCE (4315),

AMENDING THE TRAFFIC ORDINANCE OF THE CITY OF SAN ANTONIO  
BY AMENDING RULES 76 AND 39 THEREOF.

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 additions to Rule 76 as follows:-

2.

- 187. North Alamo at Eighth
- 188. North Alamo at Jones Avenue
- 189. North Alamo at Casa Blanca
- 190. Avenue E at Sixth
- 191. West Ashby Place at Grant Avenue
- 192. North Alamo at Josephine
- 193. North Alamo at Ninth
- 194. North Alamo at Sixth
- 195. North Alamo at Tenth
- 196. Brad at Lynwood
- 197. Buckeye Avenue at Lynwood
- 198. Buena Vista at Frio
- 199. Brad at Olmos
- 200. Brad at San Francisco
- 201. Brad at Ridgewood
- 202. South Brazos at Drake Blvd.
- 203. Bartholomew at Hollenbeck
- 204. South Brazos at Laredo
- 205. Bynum Avenue at Quintana Road.
- 206. Buckeye Avenue at Fulton Avenue
- 207. Buena Vista at Santa Rosa
- 208. Cunningham Avenue at North Pine.
- 209. Catalina Avenue at Edison Drive & Catalina Avenue at Olmos Drive
- 210. Culebra Avenue at Twenty-fourth Street
- 211. Canton at North Walters
- 212. Carolina at South Cherry
- 213. Camaron at West Euclid Avenue
- 214. Camden at Richmond Avenue
- 215. Clarissa at Taft Blvd
- 216. Donaldson Avenue at St. Cloud Road
- 217. Donaldson Avenue at Thomas Jefferson Drive
- 218. Donaldson Avenue at Wilson Blvd
- 219. Drexel Avenue at South Olive
- 220. West Dewey Place at Howard
- 221. Dallas at Baltimore Avenue
- 222. Durango at South Brazos
- 223. Dwyer Avenue at Dolorosa
- 224. Donaldson Avenue at North Elmendorf
- 225. East Dewey Place at Kendall
- 226. Donaldson Avenue at Montrose Blvd
- 227. Dolorosa at South Laredo
- 228. Durango at South Los Moras
- 229. Elm at Burnet
- 230. El Paso at South Brazos
- 231. Edwards at West Glenn Avenue
- 232. Elm at Nolan
- 233. Essex at South Palmetto Avenue
- 234. Fulton Avenue at Neer Avenue
- 235. Fulton Avenue at Beal
- 236. North Flores at West Ashby Place
- 237. Fulton Avenue at Buckeye Avenue
- 238. North Flores at West Kings Hwy
- 239. Frio City Road at Kirk Alley
- 240. Fulton Avenue at Michigan Avenue
- 241. South Frio at San Luis
- 242. Frio City Road at South Zarzamora
- 243. Garland at Harriman Place
- 244. East Grayson at Avenue A
- 245. Garland at Drake Blvd
- 246. West Grayson at Elmira
- 247. West Gramercy Place at North Flores
- 248. East Guenther at Narns Avenue
- 249. Hoefgen Avenue at Santa Clara
- 250. South Hackberry at Arlington Court
- 251. West Hildebrand Avenue at Belknap Place
- 252. North Hackberry at Carson
- 253. South Hackberry at Dakota
- 254. South Hackberry at Glenwood Court
- 255. South Hackberry at Halliday Avenue
- 256. North Hackberry at Lamar
- 257. South Hackberry at McKinley Avenue
- 258. North Hackberry at Mason
- 259. West Hildebrand Avenue at Michigan Avenue
- 260. South Hackberry at Montana
- 261. South Hackberry at Steves Avenue
- 262. West Hildebrand Avenue at West Avenue
- 263. East Johnson at Madison
- 264. Kayton Avenue at South Olive

265. Kampmann Blvd at West Mistletoe Avenue
266. King's Court at East Mistletoe Avenue
267. West Lynwood Avenue at Beal
268. South Laredo at Guadalupe
269. Labor at Camargo
270. South Los Maros at Durango
271. West Lubbock at Edwards
272. South Laredo at South Frio
273. Labor at Lavaca
274. Labor at Refugio
275. North Main Avenue at Mulberry
276. East Mitchell at Mission Road
277. Michigan Avenue at West Craig Place
278. West Mulberry Avenue at Belknap Place
279. Meerchseidt at Nebraska
280. McKinley at Cherry
281. Monterey at South Concho
282. West Mistletoe Avenue at North Elmendorf
283. West Mulberry Avenue at Howard
284. West Martin at North Laredo
285. Michigan at West Magnolia
286. East Mulberry Avenue at Queen Crescent
287. West Martin and North Santa Rosa
288. West Martin at North San Marcos
289. Moore at Seguin
290. East Mulberry Avenue at Shook Avenue
291. Nolan at Lockhart
292. Neer Avenue at West Lynwood Avenue
293. Navarro at Augusta
294. Ninth at Avenue B
295. Newell Avenue at Avenue B
296. North New Braunfels Avenue at Burr Road
297. Navarro at College
298. Navarro at West Crockett
299. South New Braunfels Avenue at Drexel Avenue
300. Nacogdoches at Fifth
301. South New Braunfels Avenue at Kayton Avenue
302. South New Braunfels Avenue at Steves Avenue
303. Pereida at Mission
304. South Presa at Halliday Avenue
305. South Presa at Fair Avenue
306. South Presa at Ward Avenue
307. Pleasanton Road at Stonewall
308. North Pine at Burleson
309. North Pine at Burnet
310. Probandt at East Cevallos
311. North Presa at West Crockett
312. Pruitt at Edwards
313. South Pecos at El Paso
314. North Pine at Hays
315. South Pecos at Matamoras
316. Quintana Road at Ellswood
317. Richmond Avenue at Dallas
318. Richmond Avenue at East Quincy
319. Ruiz at North Medina
320. Shook Avenue at Bushnell Avenue
321. Sunshine Drive at Babcock Road
322. South St. Mary's at Jacob
323. West Summit Avenue at Grant Avenue
324. North St. Mary's at East Elmira
325. Seventh at Avenue B
326. South Santa Rosa Avenue at Buena Vista
327. San Luis at South Brazos
328. North St. Mary's at College
329. San Fernando at South Colorado
330. Steves Avenue at South Palmetto Avenue
331. Steves Avenue at Piedmont Avenue
332. Steves Avenue at South Pine
333. Shook Avenue at Princess Pass
334. Simpson at Probandt
335. South Santa Rosa at Produce Row
336. Steves Avenue at St. Anthony
337. Shook Avenue at East Summit Avenue
338. East Thompson Place at DeSoto
339. Taft Blvd at Aviation Blvd
340. West Theo Avenue at Edwards
341. Taft Blvd at Garland
342. West Travis at North Pecos
343. Underpass at West Whittier
344. West Woodlawn Avenue at North Calaveras
345. East White Avenue at Mission Road
346. West Woodlawn Avenue at N. W. 24th.
347. Wyoming at South Cherry
348. Water at Lafitte
349. Water at Lavaca
350. Water at East Market
351. Water at North Street
352. West Avenue at San Francisco
353. Water at South Street
354. South Zarzamora at West Kirk Place. "

3. That said ordinance be amended further by the addition of the following to Rule 39:

"Ward Street between South Presa Street and South Hackberry Street".

4. That all ordinances and parts of ordinances in conflict herewith are repealed hereby; but otherwise said ordinance shall remain in full force and effect.

PASSED AND APPROVED this 27th day of November, A. D. 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk  
(Affidavit of Publisher on page 406)

\* \* \*

APPRO. NO. 485

AN ORDINANCE (4316)

APPROPRIATING \$139.67 OUT OF THE 1946 GENERAL FUND - HEALTH DEPARTMENT, POLIO CAMPAIGN, FOR MATERIALS AND SUPPLIES FOR FOGGING MACHINE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$139.67, be and the same is hereby appropriated out of the 1946 General Fund - Health Department, Polio Campaign, payable to the following:

Alamo Iron Works	\$ 7.50
Golden West Oil Co.	\$ 97.68
Magnolia Petroleum Co.	\$ 34.49

\$139.67

as per approved purchase orders on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. 148, dated July 18, 1946.

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 486

AN ORDINANCE (4317)

APPROPRIATING \$162.00 OUT OF THE 1946 GENERAL FUND POLIO EMERGENCY DEPARTMENT, PAYABLE TO TEXPET OIL COMPANY, INC. FOR KEROSENE USED IN THE FOGGING MACHINE FOR D.D.T. SPRAYING.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$162.00, be and the same is hereby appropriated out of the 1946 General Fund - Polio Emergency Department, payable to the Texpet Oil Company, Inc. for kerosene used in DDT Spraying as per approved purchase orders on file in the City Auditor's Office.

The above amount is to be paid out of Council Appropriation No. 87, dated June 27, 1946.

PASSED AND APPROVED on the 27th day of November 1946.

Gus B. Mauermann

ATTEST:

M A Y O R

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 487

AN ORDINANCE (4318)

APPROPRIATING \$13,203.31 OUT OF THE POLICE & FIREMENS' PENSION FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$13,203.31, be and the same is hereby appropriated out of the POLICE & FIREMENS' PENSION FUND, for payroll for the period ending November 30, 1946, in the amount of \$13,203.31.

PASSED AND APPROVED on the 29th day of NOVEMBER 1946.

Paul E. Steffler  
Mayor Pro Tem ad Interim

ATTEST:

Frank W. Brady, City Clerk

\* \* \*

APPRO. NO. 488

AN ORDINANCE (4319)

APPROPRIATING \$31.50 OUT OF THE 1946 GENERAL FUND -  
ASSESSOR DEPARTMENT, PAYABLE TO ARNOLD FAVELA, FOR  
DRAWING OF MAPS IN TERRELL HEIGHTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$31.50, be and the same is hereby appropriated out of the 1946 General Fund - Assessor Department, payable to Arnold Favela, for drawing of maps in Terrell Heights, as per approved purchase orders on file in the City Auditor's Office.

PASSED AND APPROVED on the 29th day of November 1946.

Paul E. Steffler

Mayor Pro Tem ad Interim

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 489

AN ORDINANCE (4320)

APPROPRIATING \$2,208.66 OUT OF THE 1946 GENERAL FUND -  
EMERGENCY STREET & BRIDGE DEPARTMENT, TO PAY T & N O RR  
CO. FREIGHT CHARGES ON 2 CARLOADS BRIDGE STEEL FROM BELL  
BLUFF, VIRGINIA.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2,208.66, be and the same is hereby appropriated out of the 1946 General Fund - Emergency Street & Bridge Department, to pay Texas & New Orleans Railroad Company, freight charges on two carloads of bridge steel from Bell Bluff, Virginia, for use in constructing bridge at Ralph Street over San Pedro Creek, which steel was purchased from the War Assets Administration.

PASSED AND APPROVED on the 29th day of November 1946.

Paul E. Steffler

Mayor Pro Tem ad Interim

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 490

AN ORDINANCE (4321)

APPROPRIATING \$85.00 OUT OF THE CITY OF SAN ANTONIO, STREET  
EXCAVATION TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$85.00 be; and the same is hereby appropriated out of the Street Excavation Trust Account for refunds and repairs, as per City Engineer's letter of November 29, 1946, as follows:

Bertha Stowe	Refund	\$ 6.40
Oscar S. Brown	"	7.85
Mrs. Gordan A. Krueger	"	15.00
Aurelia M. Acuna	"	4.00
J. L. Nicolas	"	6.50
Robert E. Parten	"	4.00
Ernest Charles	"	10.00
City of San Antonio	Repairs	31.25

Total \$ 85.00

PASSED AND APPROVED on the 29th day of November 1946.

Paul E. Steffler  
Mayor Pro Tem ad Interim

ATTEST:

Frank W. Brady

City Clerk

\* \* \*

APPRO. NO. 491

## AN ORDINANCE (4322)

APPROPRIATING \$96.03 OUT OF THE 1946 GENERAL FUND - VARIOUS DEPARTMENTS, PAYABLE TO DAN QUILL, POSTMASTER FOR POSTAGE STAMPS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$96.03, be and the same is hereby appropriated out of the 1946 General Fund - Various Departments, payable to Dan Quill, Postmaster, for postage stamps, as per approved purchase orders on file in the City Auditor's Office, out of the following Dept.:

Auditing Dept.	\$ 50.00
Back Tax Attorney	15.03
San Antonio Airport	10.00
Purchasing Dept.	15.00
Fire Alarm Dept.	6.00

---

\$ 96.03

PASSED AND APPROVED on the 29th day of November, 1946.

Paul E. Steffler  
Mayor Pro Tem ad Interim

ATTEST:

Frank W. Brady  
City Clerk

\* \* \*

## AN ORDINANCE (4323)

CONTRACT AGREEMENT BETWEEN THE CITY AND ENGINEER FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE DESIGN OF A BRIDGE ACROSS ALAZAN CREEK AT WEST HOUSTON STREET IN THE CITY OF SAN ANTONIO.

STATE OF TEXAS

COUNTY OF BEXAR

1. This AGREEMENT, made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation of the County of Bexar and the State of Texas, acting by and through its Mayor, duly authorized, hereinafter termed "CITY", and the J. W. BERETTA ENGINEERS, INC., a private corporation of the County of Bexar and the State of Texas, hereinafter termed "ENGINEER", acting through its President; said agreement being made pursuant to the charter powers of the CITY and the action of its Board of Commissioners,

WITNESSETH:

2. That the parties to these presents, each in consideration of the agreement made herein, have mutually agreed and covenanted and do hereby covenant and agree, the CITY for itself and its successors, and the ENGINEER for itself and its successors, as follows:

TO-WIT:

3. For the consideration hereinafter set out, the ENGINEER agrees and binds itself to furnish the services of qualified engineers and assistants and to prepare preliminary data including reports, estimates, preliminary plans and specifications, final construction plans and details, specifications, estimates and other documents and general supervision of construction required for the construction of a bridge across Alazan Creek at West Houston Street in the City of San Antonio. Plans shall include abutments, foundations, piers, girders, deck construction sidewalks and rails and all appurtenances to the bridge. The bridge shall be designed to meet the requirements of H-20 Highway loading and shall provide a roadway of the same width as the designated curb to curb width of West Houston Street. Sidewalks on either side shall be as required by the CITY. The ENGINEER further agrees to furnish special supervisory and consulting services as may be required by the CITY on the basis outlined in paragraph 7 hereof.

4. The CITY shall furnish the ENGINEER with complete information regarding the rights and restrictions covering the said construction and shall furnish the ENGINEER WITH a plat

showing street and creek lines and street and sidewalk widths required. Also, the CITY shall make available to the ENGINEER information on stream cross section, recommended stream bed elevation, recommended bridge clearances and clear waterway requirements for this site as contained in the Metcalf and Eddy Report on Flood Control and Drainage in the City. The CITY shall pay for all test borings, test pits and material tests and shall either furnish line and grade surveys of the site or pay for the cost of such line and grade surveys.

5. The ENGINEER shall deliver to the CITY one complete set of prints or copies of all drawings, specifications, and contract documents in order that the CITY may have within its custody a complete detailed record of the construction.

6. If at any time the CITY shall notify the ENGINEER that any person employed on the work by the ENGINEER is, in its opinion, incompetent, unskillful, disobedient or disrespectful toward the CITY or any of its officials or employees, then the ENGINEER shall forthwith remove such person from the project, and such person shall not again be employed on the work without the written consent of the CITY.

7. For professional services as outlined in this agreement the CITY shall compensate the ENGINEER as follows:

- (a) For engineering services in connection with preliminary studies, preliminary estimates, reports and preliminary drawings pertaining to the construction of the bridge and its appurtenances, the amount of one per cent (1%) of the estimated cost of the construction. If the project proceeds no farther than this preliminary stage, this one per cent (1%) shall be compensation for the work done; this amount to be due and payable to the ENGINEER upon completion of the preliminary work and upon receiving from the CITY instructions either to proceed with the construction plans and specifications or instruction to hold further work in abeyance.
- (b) For engineering services in connection with preparation of the final construction plans and specifications, the preparation of bid sheets, assistance in taking and analysis of bids, and engineering advisory services on the award of the construction contract, the amount of four per cent (4%) of the construction contract cost. Compensation for services outlined in (a) and (b) shall total five per cent (5%) of the contract cost and any amount paid under (a) above shall be credited against this sum of five per cent (5%). If the project does not proceed beyond the point of taking bids and analysis of these bids for the award of the construction contract, the CITY shall pay to the ENGINEER this total sum of five per cent (5%) of the construction contract sum of the lowest bona fide bid received and recommended for acceptance. This amount to be due and payable to the ENGINEER upon the taking of bids and award of the contract or upon recommendation for contract award and decision by the CITY to hold further work in abeyance.
- (c) For engineering services rendered in connection with general supervision of the construction of the work by periodic visits of a qualified representative of the ENGINEER during critical stages of the construction, preparation of monthly and final estimates for payment to the Contractor and supervisory services covering the accomplishment of the work as shown by the construction plans and specifications including the checking of shop drawings and erection drawings, the CITY shall pay to the ENGINEER the amount of two and one-half per cent (2 1/2%) of the construction contract cost of the work. This amount to be due and payable to the ENGINEER in installments coinciding with the payments of monthly and final estimates to the Contractor.
- (d) The compensation to the ENGINEER for services as outlined in (a), (b) and (c) above shall total seven and one-half per cent (7 1/2%) of the construction contract cost.
- (e) In the event the ENGINEER is required to incur traveling expenses to any point other than the location of the work, said traveling expenses will be authorized beforehand and paid by the CITY.
- (f) The expense of regular detail resident engineer supervision as outlined in (c) above shall be paid by the CITY. The resident engineer employed shall be qualified and shall be approved by the ENGINEER to represent the CITY as a resident engineering supervisor and shall work under the supervision of the ENGINEER in all matters pertaining to the work.
- (g) Any other engineering services required in addition to those provided in this contract will be the subject of special charges to be agreed upon at the time such engineering services are authorized by the CITY.

8. The expression "Cost", "Construction Cost" or "Construction Contract Cost" as used herein shall mean the total amounts expended for payrolls and materials or on contracts by the CITY, Contractors or other agencies in the work involved in the construction of the bridge and its appurtenances. The expressions referred to above, however, shall not include any fees paid to the ENGINEER.

9. Original drawings, specifications and contract documents as instruments of service shall be and remain the property of the ENGINEER whether or not the work for which they are made is executed.

10. If the ENGINEER if caused extra drafting or other expenses due to changes ordered by the CITY, or if any work designed or specified by the ENGINEER is suspended or abandoned, or if the CITY or Contractors shall become insolvent, the ENGINEER shall be equitably paid for such extra expenses of the service involved. Work let on any cost-plus or cost-plus-fixed-fee basis shall be the subject of a special charge in accordance with the special service required.

11. Questions in dispute under this contract shall be submitted to arbitration at the choice of either the CITY or the ENGINEER, one arbitrator to be appointed by each party, and in the event the two arbitrators so appointed do not agree, then a third arbitrator shall be selected by the two so appointed and the decision reached by two of the three so selected shall be binding on the parties hereto.

12. IN WITNESS WHEREOF, the said CITY OF SAN ANTONIO, termed "CITY" herein, has lawfully caused these presents to be executed in duplicate by the hand of its Mayor and the said J. W. BERETTA ENGINEERS, INC., termed "ENGINEER" herein, acting by the hand of its President, do now sign, execute and deliver this instrument as the contract and agreement of said CITY and ENGINEER on this the 29th day of November, 1946 A. D.

CITY OF SAN ANTONIO

Paul E. Steffler  
Mayor Pro Tem ad Interim

ATTEST:

Olive D. Hodson  
Asst. City Clerk

J. W. BERETTA ENGINEERS, INC.

/s/ J. W. Beretta  
J. W. Beretta, President

Witness :

/s/ Chas. P. Reming

\* \* \*

AN ORDINANCE (4324).

CONTRACT AGREEMENT BETWEEN THE CITY AND ENGINEER FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE DESIGN OF A BRIDGE ACROSS SAN PEDRO CREEK AT RALPH STREET IN THE CITY OF SAN ANTONIO.

STATE OF TEXAS

COUNTY OF BEXAR

1. This AGREEMENT, made and entered into by and between the CITY OF SAN ANTONIO, a municipal corporation of the County of Bexar and the State of Texas, acting by and through its Mayor, duly authorized, hereinafter termed "CITY", and the J. W. BERETTA ENGINEERS, INC., a private corporation of the County of Bexar and the State of Texas, hereinafter termed "ENGINEER", acting through its President; said agreement being made pursuant to the charter powers of the CITY and the action of its Board of Commissioners,

WITNESSETH;

2. That the parties to these presents, each in consideration of the agreement made herein, have mutually agreed and covenanted and do hereby covenant and agree, the CITY for itself and its successors, and the ENGINEER for itself and its successors, as follows,

TO-WIT:

3. For the consideration hereinafter set out, the ENGINEER agrees and binds itself to furnish the services of qualified engineers and assistants and to prepare preliminary data including reports, estimates, preliminary plans and specifications, final construction plans and details, specifications, estimates and other documents and general supervision of

construction required for the construction of a bridge across San Pedro Creek at Ralph Street in the City of San Antonio. Plans shall include abutments, foundations piers, girders, deck construction sidewalks and rails and all appurtenances to the bridge. The bridge shall be designed to meet the requirements of H-20 Highway loading and shall provide a roadway of the same width as the designated curb to curb width of Ralph Street. Sidewalks on either side shall be as required by the City. The ENGINEER further agrees to furnish special supervisory and consulting services as may be required by the CITY on the basis outlined in paragraph 7 hereof.

4. The CITY shall furnish the ENGINEER with complete information regarding the rights and restrictions covering the said construction and shall furnish the ENGINEER with a plat showing street and creek lines and street and sidewalk widths required. Also, the CITY shall make available to the ENGINEER information on stream cross section, recommended stream bed elevation, recommended bridge clearances and clear waterway requirements for this site as contained in the Metcalf and Eddy Report on Flood Control and Drainage in the City. The CITY shall pay for all test borings, test pits and material tests and shall either furnish line and grade surveys of the site or pay for the cost of such line and grade surveys.

5. The ENGINEER shall deliver to the CITY one complete set of prints or copies of all drawings, specifications, and contract documents in order that the CITY may have within its custody a complete detailed record of the construction.

6. If at any time the CITY shall notify the ENGINEER that any person employed on the work by the ENGINEER is, in its opinion, incompetent, unskillful, disobedient or disrespectful toward the CITY or any of its officials or employees, then the ENGINEER shall forthwith remove such person from the project, and such person shall not again be employed on the work without the written consent of the CITY.

7. For professional services as outlined in this agreement the CITY shall compensate the ENGINEER as follows:

- (a) For engineering services in connection with preliminary studies, preliminary estimates, reports and preliminary drawings pertaining to the construction of the bridge and its appurtenances, the amount of one per cent (1%) of the estimated cost of the construction. If the project proceeds no farther than this preliminary stage, this one per cent (1%) shall be compensation for the work done; this amount to be due and payable to the ENGINEER upon completion of the preliminary work and upon receiving from the CITY instructions either to proceed with the construction plans and specifications or instructions to hold further work in abeyance.
- (b) For engineering services in connection with preparation of the final construction plans and specifications, the preparation of bid sheets, assistance in taking and analysis of bids, and engineering advisory services on the award of the construction contract, the amount of four per cent (4%) of the construction contract cost. Compensation for services outlined in (a) and (b) shall total five per cent (5%) of the contract cost and any amount paid under (a) above shall be credited against this sum of five per cent (5%). If the project does not proceed beyond the point of taking bids and analysis of these bids for the award of the construction contract, the CITY shall pay to the ENGINEER this total sum of five per cent (5%) of the construction contract sum of the lowest bona fide bid received and recommended for acceptance. This amount to be due and payable to the ENGINEER upon the taking of bids and award of contract or upon recommendation for contract award and decision by the CITY to hold further work in abeyance.
- (c) For engineering services rendered in connection with general supervision of the construction of the work by periodic visits of a qualified representative of the ENGINEER during critical stages of the construction, preparation of monthly and final estimates for payment to the Contractor and supervisory services covering the accomplishment of the work as shown by the construction plans and specifications including the checking of shop drawings and erection drawings, the CITY shall pay to the ENGINEER the amount of two and one-half per cent (2 1/2%) of the construction contract cost of the work. This amount to be due and payable to the ENGINEER in installments coinciding with the payments of monthly and final estimates to the Contractor.
- (d) The compensation to the ENGINEER for services as outlined in (a), (b) and (c) above shall total seven and one-half per cent (7 1/2%) of the construction contract cost.
- (e) In the event the ENGINEER is required to incur traveling expenses to any point other than the location of the work, said traveling expenses will be authorized beforehand and paid by the CITY.

(f) The expense of regular detail resident engineer supervision in addition to general supervision as outlined 8n (c) above shall be paid by the CITY. The resident engineer employed shall be qualified and shall be approved by the ENGINEER to represent the CITY as a resident engineering supervisor and shall work under the supervision of the ENGINEER in all matters pertaining to the work.

(g) Any other engineering services required in addition to those provided in this contract will be the subject of special charges to be agreed upon at the time such engineering services are authorized by the CITY.

8. The expression "Cost", "Construction Cost" or "Construction Contract Cost" as used herein shall mean the total amounts expended for payrolls and materials or on contracts by the CITY, Contractors or other agencies in the work involved in the construction of the bridge and its appurtenances. The expressions referred to above, however, shall not include any fees paid to the ENGINEER.

9. Original drawings, specifications and contract documents as instruments of service shall be and remain the property of the ENGINEER whether or not the work for which they are made is executed.

10. If the ENGINEER if caused extra drafting or other expenses due to changes ordered by the CITY, or if any work designed or specified by the ENGINEER is suspended or abandoned, or if the CITY or Contractors shall become insolvent, the ENGINEER shall be equitably paid for such extra expenses of the service involved. Work let on any cost-plus or cost-plus-fixed-fee basis shall be the subject of a special charge in accordance with the special service required.

11. Questions in dispute under this contract shall be submitted to arbitration at the choice of either the CITY or the ENGINEER, one arbitrator to be appointed by each party, and in the event the two arbitrators so appointed do not agree, then a third arbitrator shall be selected by the two so appointed and the decision reached by two of the three so selected shall be binding on the parties hereto.

12. IN WITNESS WHEREOF, the said CITY OF SAN ANTONIO, termed "CITY" herein, has lawfully caused these presents to be executed in duplicate by the hand of its Mayor and the said J. W. BERETTA ENGINEERS, INC., termed "ENGINEER" herein, acting by the hand of its President, do now sign, execute and deliver this instrument as the contract and agreement of said CITY and ENGINEER on this the 29th day of November, 1946 A. D.

CITY OF SAN ANTONIO

/s/ Paul E. Steffler

Mayor Pro Tem at Interim

ATTEST:

/s/ Olive D. Hodson  
Asst. City Clerk

J. W. BERETTA ENGINEERS, INC.

/s/ J. W. Beretta  
J. W. Beretta, President

WITNESS:

Chas. P. Reming

\* \* \*

AFFIDAVIT OF PUBLISHER (Ord. No. 4315)

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

Before me, the undersigned authority, on this day personally appeared Mrs. F. E. Miskimin, who being by me duly sworn, says on oath that she is one of the publishers of the COMMERCIAL RECORDER, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid; and that the AN ORDINANCE hereto attached has been published in every issue of said newspaper on the following days:

Sworn to and subscribed before me this

\_\_\_\_\_  
Notary Public in and for Bexar County,  
Texas