

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

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

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

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

CITY OF SAN ANTONIO,

By: C. M. Chambers
Mayor.

ATTEST:

Jas. Simpson
City Clerk.

INTERNATIONAL BUSINESS MACHINES CORP.,

By: W. H. Niemann
Agent.

(SEAL)

ATTEST:

Secretary.

(SEAL)

MAINTENANCE BOND:

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

KNOW ALL MEN BY THESE PRESENTS:-

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

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

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

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

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

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

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

INTERNATIONAL BUSINESS MACHINES CORP.,

W. H. Niemann, Agent.
Principal.

THE AETNA CASUALTY AND SURETY COMPANY,

By Lytle W. Gosling.
Surety Resident Vice President.

ATTEST:

Attest Travis D. Bailey
Resident Assistant Secretary.

(SEAL)

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

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

(See page 181)

AN ORDINANCE OH-60

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

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

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

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

PRESENTS DOES GRANT, SELL AND CONVEY unto the City of San Antonio all those certain tracts or parcels of land more particularly described as follows:-

(Description in Deed dated 16th of May, 1903, recorded Volume 222, Page 25, Deed Records of Bexar County);

3. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of San Antonio, its successors and assigns forever, and the San Antonio Irrigation Company does hereby warrant and forever defend all and singular the said land and premises unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the grantor; and it is the intendment of this grant to pass title to the City of San Antonio, of all the realty and rights heretofore conveyed to Russell Simmons and Associates or the San Antonio Irrigation Company, by the City.

4. That Charlotte Cassin, a feme sole, has GRANTED, BARGAINED, SOLD AND CONVEYED, AND BY THESE PRESENTS DOES GRANT, BARGAIN, SELL AND CONVEY unto the City of San Antonio, its successors and assigns the right to make and maintain canals in the channel of which to conduct any or all of the sewage which the City of San Antonio may choose to pass through the same, across certain land in the Juan de la Garza Grant and the Fernando Rodriguez Grant, of about 1000 acres, being the same land described in the deed from the Mission Irrigated Farms Company to William Cassin, dated the 30th of November, 1914, and of record in Volume 447, Page 439 of the Deed Records of Bexar County, in Bexar County, along courses more particularly described as follows:

(Description of the Canals);

5. Together with the right for the City of San Antonio, its successors, assigns, officers, servants and agents, with the necessary equipment and machinery to enter upon the land to maintain and to repair the canals with liberty for that purpose to dig and take earth from the adjacent land; and the consideration supporting this grant is also full accord and satisfaction of damages to the grantor or to the realty, caused by making, maintaining and using the canals.

6. TO HAVE AND TO HOLD all and singular the premises and privileges hereby granted unto the said City of San Antonio, its successors and assigns to the 11th day of September, A.D. 2001; and Charlotte Cassin is hereby bound to warrant and to defend all and singular the premises and rights unto the City of San Antonio, against every person claiming, or to claim the same or any part thereof.

7. That Sidney J. Brooks and Cora Ogden, a feme sole, HAVE GRANTED, BARGAINED, SOLD AND CONVEYED, and BY THESE PRESENTS DO GRANT, BARGAIN, SELL AND CONVEY unto the City of San Antonio, its successors and assigns, the right to make and maintain canals in the channel of which to conduct any or all of the sewage which the City of San Antonio may choose to pass through the same, across certain tracts of land in the Jose Antonio de la Garza Grant and the Fernando Rodriguez Grant, being the same land described in the deed from the Mission Live Stock Company to Cora S. Ogden and Sidney J. Brooks of record in Volume 539, Page 419 of the Deed Records of Bexar County, in Bexar County, along courses more particularly described as follows:

(Description of Canals and Out-let);

8. Together with the right for the City of San Antonio, its successors, assigns, officers, servants and agents with the necessary equipment and machinery to enter upon the land to maintain and repair the canals with liberty for that purpose to dig and take earth from the adjacent land; and the consideration supporting this grant is also full accord and satisfaction of damages to the grantor or to the realty, caused by making, maintaining and using the canals.

9. The City of San Antonio shall have the right to build, operate and maintain a sewage disinfecting station at a point on the outlet canal below the reservoir, and Ogden and Brooks grant the City of San Antonio the right to erect the necessary buildings, and the appurtenances therefor, which shall never become fixtures.

10. TO HAVE AND TO HOLD all and singular the premises and privileges hereby granted unto the said City of San Antonio, its successors and assigns to the 11th day of September, A. D. 2001; and Ogden and Brooks are hereby bound to warrant and to defend all and singular the premises and rights unto the City of San Antonio, against every person claiming, or to claim the same or any part thereof.

11. That the San Antonio Irrigation Company, a private corporation under the Laws of the State of Texas, Charlotte Cassin, Sidney J. Brooks, Cora Ogden and May J. Kelso; HAVE GRANTED, SOLD AND CONVEYED AND BY THESE PRESENTS DO GRANT, SELL AND CONVEY unto the City of San Antonio, its successors and assigns the right to inundate, and the right to make and maintain a reservoir, its appurtenances and its equipment, for any or all of the sewage of any kind which the City of San Antonio may choose to put in it, on certain land in the Juan de la Garza Grant and the Fernando Rodriguez Grant of about 1000 acres, being the same land described in the deed from the Mission Irrigated Farms Company to William Cassin, dated the 30th of November, 1914, and of record in Volume 447, Page 439, of the Deed Records of Bexar County; on the Jose Antonio de la Garza Grant and the Fernando Rodriguez Grant, being the same land described in the deed from the Mission Live Stock Company to Cora S. Ogden and Sidney J. Brooks of record in Volume 539, Page 419 of the Deed Records of Bexar County; on the "Second Tract" described in a deed from the Mission Irrigated Farms Company to Winchester Kelso, dated the 17th day of February, 1915, and recorded in Volume 453, Page 474, Deed Records of Bexar County, in Bexar County, sometimes designated as "Mitchell Lake", more particularly described as follows:-

(Description);

12. Together with the right for the City of San Antonio, its successors, assigns, officers, servants and agents with the necessary equipment and machinery to enter upon the land to maintain and repair the reservoir, its appurtenances and its equipment with liberty for that purpose to dig and take earth from the adjacent land; and the consideration supporting this grant is also full accord and satisfaction of damages to the grantor or to the realty, caused by making, maintaining and using the reservoir.

13. These grantors reserve all oil, gas and other minerals in the land above described, together with the right of ingress and egress at all times to mine, drill and explore said lands for oil, gas and other minerals and to remove the same therefrom; and all boating, hunting and fishing rights on and in the waters of the Mitchell Lake Reservoir; and all other rights in said lands not inconsistent with the grant of this easement.

14. The City of San Antonio will not raise the normal level of the Mitchell Lake Reservoir more than 525 feet above the sea level as established by the datum point set to control the hydraulic survey upon which this contract is based, and will not cast water on any land not included in the description of the easement for the reservoir.

15. TO HAVE AND TO HOLD all and singular the premises and the privileges hereby granted unto the said City of San Antonio, its successors and assigns, to the 11th day of September, A.D. 2001; and the grantors specified here do warrant and forever defend all and singular the said rights and premises unto the City of San Antonio, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

16. The City of San Antonio is released hereby from any and all demands, damages, debts and causes of action caused to the signatory parties, their heirs, administrators, assigns, tenants,

agents and servants, or caused to their property in the vicinity of the canals and the reservoir, whether or not the property is specified herein, by the presence of sewage in the canals or in the reservoir, or by the use by the City of San Antonio of the rights granted herein; and the consideration for this contract is full accord and satisfaction therefor.

17. The City of San Antonio shall maintain at its sole expense the canals, the reservoir and the equipment thereof installed by the City for its own benefit during the term of this contract.

18. The City of San Antonio assumes and obligates itself to pay that certain debt evidenced as follows:

(Description of Oppenheimer lien and note).

19. The City of San Antonio will pay all of the taxes of the State of Texas, and of the County of Bexar, which are now due on the realty on which the easement for inundation is granted hereby.

20. The City of San Antonio does hereby grant and convey unto the San Antonio Irrigation Company, Charlotte Cassin, Sidney J. Brooks and Cora Ogden a water right of 10,000 acre feet of sewage per annum, until the 11th of September, A. D. 2001, to be taken by the grantees specified, from the canals and the reservoir described, at places to be chosen by said grantees who shall take the sewage in place, raw or treated, as it is at the time taken, and assume complete and exclusive control thereof and convey it away, building gates, ducts, meters, ditches and appurtenances at the sole expense of the grantees; but they are not obliged to take any sewage except such part thereof which they may choose to demand under the conditions and stipulations of this contract.

21. The delivery of the 10,000 acre feet of sewage shall be made on the demand of an agent of all of the grantees, and shall be measured with meters approved by the City Engineer and under the control of the City Engineer; and said delivery shall not exceed 2,000 acre feet per month during the months of March, April, May, June, July, August and September, and the right to take water for any month shall end with that month. The City may withhold the delivery of sewage unless and until furnished with a valid instrument executed by all of the grantees of the sewage, designating an agent to take it for them.

22. The grantees specified here agree to guard the sewage taken, and retain it on their lands; and agree not to permit it to flow into any public stream, nor on any other land without the consent of the owner or tenant, substantially as specified herein; and shall hold the City of San Antonio harmless, reimburse it and indemnify it from any debt, demand, damage, cost or cause of action whatsoever against it, arising from the grant of this sewage, the use or the abuse of thereof; and a lien is fixed on all the realty described in this instrument or on which sewage is used to insure the payment of all demands or damages cast on the City by breach of this covenant.

23. The grant of this sewage right shall not be considered superior to the right of any other sewage user created before the date of the execution of this instrument, but shall be on a parity therewith and in case of insufficient supply the various users shall share ratably the sewage.

24. This grant shall never mature into a vested right which would require compensation to the grantees, their assigns or successors, if the governmental power of the City requires a change in the method of sewage disposal which would deprive the grantees of this sewage.

25. The City of San Antonio shall maintain the normal level of the sewage in the reservoir not lower than the elevation of 521 feet above the sea level, based upon the datum point established for the control of the level in the reservoir; except in the case of an emergency to be judged by the governing body of the City of San Antonio whose decision shall be conclusive on

the subject, but in such event the sewage level shall be raised to 521 feet above the sea level by the City as soon as practicable; and except from the first of November to the first of March of any year, the City may lower the sewage level to 519 feet above sea level; but no money damages shall ever be recoverable from the City of San Antonio by reason of breach of contract to keep the sewage at a specified level in the reservoir, and such compensation is waived hereby.

26. That the contract dated October 28, 1901, made by the Plaintiff City with R. H. Russell, J. A. Simmons and Associates, recorded in Volume 222, Pages 26-30, Deed Records of Bexar County, Texas, set out in Plaintiff's Petition, and the assignment of said ordinance contract to the said defendant Irrigation Company, set out in Plaintiff's Petition, and all leases to said Irrigation Company covering any of the lands described in Plaintiff's Petition, are rescinded and terminated.

27. The City of San Antonio shall take nothing in its suit against the defendants, the San Antonio Irrigation Company, F. M. Drake, J. M. Garcia, Eleuthario Bazan, Edward Cassin, Charlotte Cassin, Sidney J. Brooks, Wm. McKenzie and William H. Russell and R. P. Boardman, Executors of the Estate of R. H. Russell, Deceased, nor shall any of said defendants take anything against the City of San Antonio, and all relief prayed for by either the plaintiff, defendants and cross-complainants shall be denied in Suit No. B-47,278, the City of San Antonio vs. the San Antonio Irrigation Company, et al., pending in the District Court of Bexar County, Texas, the 37th Judicial District; and the City of San Antonio shall pay all costs in said suit. J. A. Simmons, one of the original defendants in the suit, is dead and the suit of the City against him shall be abated.

28. This agreement shall constitute an accord and a satisfaction of all debts, demands and causes of action, which any of the parties hereto has or may have, against any other party hereto, resulting or which may result, from the contract dated the 28th of October, 1901, between the City and Russell and Associates.

29. The City Attorney is hereby authorized to have entered in said suit a judgment in accord herewith.

30. This instrument shall be signed and acknowledged by the parties thereto other than the City of San Antonio, and by the subscription thereto all parties shall be bound.

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

32. PASSED AND APPROVED, this 24th day of February, A. D. 1932.

C. M. Chambers
Mayor.

ATTEST:

Jas. Simpson
City Clerk.

(SEAL)

WITNESS the acceptance and execution of the foregoing instrument by the signature of the President and the seal of the San Antonio Irrigation Company, and the signatures of Charlotte Cassin, Sidney J. Brooks, Cora S. Ogden, and May J. Kelso, this _____ day of _____, A. D. 1932.

ATTEST:

Secretary.

(SEAL)

SAN ANTONIO IRRIGATION COMPANY,

By: _____
President.

- - -
AN ORDINANCE OH-61

TO AMEND "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF", TO REQUIRE INCOMBUSTIBLE ROOFS.

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

1. That "An Ordinance to Regulate the Construction, Alteration, Maintenance, Repair and Removal of Buildings within the City of San Antonio, and Prescribing Penalties for Violation Thereof", passed and approved by the Commissioners of the City of San Antonio, at a regular meeting held on the 13th day of January, 1913, and recorded in Ordinance Book "E", Pages 192-262, of the Ordinances of the City of San Antonio, Texas, be and the same is hereby amended by the Addition of Section 113-a, 113-b, 113-c and 113-d:-

2. "Section 113-a: The roof of every building constructed within the City of San Antonio and not within Fire Districts A, B, and C, shall be covered with incombustible material.

3. Section 113-b: If the interpretation of the ruling of the Building Inspector in the exercise of his judgment in the approval of a material to cover a roof, under this Section of the Ordinance is in controversy, then the applicant shall be required to furnish a certificate that the material would rank not lower than Class C under the test specifications of the Underwriters Laboratory, in effect at the time of the application for the use of the material.

4. Section 113-c: This Section shall be construed to prohibit the repair of a roof not in conformity therewith if the repair being more than fifty (50%) per cent of the superficial area.

4. Section 113-d: Any person who violates any of the provisions of this Section shall be fined not less than \$10.00 nor more than \$100.00 and each day that the violation is permitted to remain without being made to conform hereto, shall constitute a separate offense."

5. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the 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.

6. PASSED AND APPROVED, this 29th day of February, A. D. 1932.

C. M. Chambers.
Mayor.

ATTEST:

Jas. Simpson
City Clerk.

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

Before me the undersigned authority, on this day personally appeared _____
H. W. Connell _____, who being by me duly sworn, says on oath that he is _____ Class
Adv. Mgr. _____ of the San Antonio Evening News a newspaper of general circulation in the City of
San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been
published in every issue of said newspaper on the following days, to-wit: _____ March, 1, 2, 3,
4, 5, 7, 8, 9, 10, 11. _____ 1932.

H. W. Connell.

Sworn to and subscribed before me this March 16, _____ 1932.

Edna Brown.

Notary Public in and for Bexar County,
Texas.

- - -
AN ORDINANCE *OH-62*

LEVYING SPECIAL TAXES FOR THE PAYMENT OF INTEREST ON AND TO CREATE A SINKING FUND FOR THE ULTIMATE PAYMENT OF CERTAIN ISSUES OF BONDS, ISSUED ON THE CREDITS OF IMPROVEMENT DISTRICTS NO. - 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, and 14, IN THE CITY OF SAN ANTONIO, TEXAS, FOR THE FISCAL YEAR BEGINNING JUNE 1, 1931 AND ENDING MAY 31, 1932. - - -

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

Section 1:- That for the payment of the interest on a certain issue of bonds in the sum of \$30,000.00, issued on the credit of Improvement District No. 2, as authorized at a special election held in said Improvement District on the 13th day of October 1903, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1931 and ending May 31, 1932, a special tax of Three Cents (3) on the One Hundred Dollars valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 2, in the City of San Antonio, as the same has been defined by ordinance of the City Council of said City.

Section 2:- That for the payment of interest on a certain issue of bonds in the sum of \$38,000.00 issued on the credit of Improvement District No. 3, as authorized at a special election held in said Improvement District on the 21st day of December, 1904, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1931 and ending May 31, 1932, a special tax of Four Cents (4) on the One Hundred Dollars valuation of all property, real, personal and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 3, in the City of San Antonio, as the said has been defined by ordinance of the City Council of said City.

Section 3:- That for the payment of the interest on a certain issue of bonds in the sum of \$221,000.00, issued on the credit of Improvement District No. 4, as authorized at a special election held in said Improvement District on the 8th day of February 1913, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1931 and ending May 31, 1932, a special tax of Twelve Cents (12) on the One Hundred Dollars valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 4, in the City of San Antonio, as same has been defined by ordinance of the City Council of said City.

Section 4:- That for the payment of the interest on a certain issue of Bonds in the sum of \$45,000.00 issued on the credit of Improvement District No. 7, as authorized at a special election held in said Improvement District on the 15th day of July, 1908, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking Fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1931 and ending May 31, 1932, a special tax of Four Cents (4) on the One Hundred Dollars valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and laws of this State, and situated in what is known as said Improvement District No. 7, in the City of San Antonio, as the same has been defined by Ordinance of the City Council of said City.

Section 5:- That for the payment of the interest on a certain issue of Bonds in the sum of \$75,000.00 issued on the credit of Improvement District No. 8, as authorized at a special election held in said Improvement District on the 14th day of March, 1905, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a sinking fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1931 and ending May 31, 1932, a