

Park

and the lake in Elmendorf Park by deeping and walling, and the construction of walks and drives of permanent material, and under the authority of and in full compliance with the Constitution and Laws of the State of Texas and the Charter of the City of San Antonio and pursuant to an election duly called and held in said city on the 16 day of December 1935 at which only qualified electors who owned taxable property in said City and who had duly rendered the same for taxation were permitted to vote. It is hereby certified that all conditions and things required to exist, or to be done precedent to and in the issuance of this bond, exist and have been properly done in due time, and in the form and manner as required by law, and that the amount of this bond, together with all other indebtedness of said City, and the additional tax levied in order to provide for the payment of principal and interest hereof, together with the rate of tax existing at the time of issuance hereof, do not exceed any limit prescribed by the Constitution and Laws of the State of Texas or the Charter of the City of San Antonio.

IN TESTIMONY WHEREOF, the City of San Antonio has caused this bond to be signed by the Mayor, countersigned by the Commissioner of Taxation who shall sign the same as Ex-officio Treasurer of the City of San Antonio, and attested by the City Clerk, and the coupons hereto annexed to be executed with the fac-simile signatures of said officials, and this bond to be dated the first day of January, 1936.

(-Signature of Mayor -)
Mayor, City of San Antonio, Texas.

ATTEST:

(- Signature of City Clerk -)
City Clerk.

(Signature of Commissioner of Taxation -)
Commissioner of Taxation and Ex-officio
Treasurer of the City of San Antonio."

COUPON

"Number

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On (- - due date - -), the City of San Antonio, Texas, will pay to the bearer, at the office of the Treasurer of the City of San Antonio, Bexar County, Texas, or at the fiscal agency of said City in the City of New York, New York, (- - principal of coupon - -) in lawful money of the United States of America, being six months interest then due on its F - Park Improvement Bond, 1936, dated January 1, 1936, Number .

(- Fac-simile signature of Mayor -)
Mayor, City of San Antonio, Texas.

ATTEST:

(- Fac-simile signature of City Clerk -)
City Clerk.

(- Fac-simile signature of Commissioner
of Taxation -)
Commissioner of Taxation and Ex-officio
Treasurer of the City of San Antonio."

31-F. For the purpose of paying the interest on said bonds, as well as the various installments of principal as the same shall mature, there is hereby levied for the year from June 1, 1935 to May 31, 1936, and for each succeeding year thereafter as long as the same may be necessary to provide for the interest and annual installment of principal of said bonds, on all property in the City of San Antonio liable to taxation, a straight ad valorem tax of \$0.0037 on the \$100.00 of valuation of said property, or so much thereof as may be necessary, and if at any time the amount of said tax shall not be sufficient to provide for the interest and annual installments of principal it shall be the duty of the Commissioners to so increase said rate that an amount shall be realized from said tax sufficient to meet the requirements aforesaid for interest and annual installments of principal of said bonds, and it is hereby promised and agreed that such increased tax shall be made, if required for the purposes named, as often as may be necessary.

32. Said bonds when so prepared and issued, shall be placed in the hands of the City Treasurer,

subject to the order of the Mayor and City Clerk, to be by said Treasurer delivered to the purchasers thereof upon payment of the purchase price and accrued interest therefor in accordance with the sale thereof, heretofore duly made. The proceeds of said bonds shall be deposited with the City Treasurer and used for the purpose of making the permanent public improvements for which the several issues were voted.

33. PASSED AND APPROVED this 9th day of January, A. D. 1936.

C. K. Quin.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

AN ORDINANCE **OH-159**

MAKING A CONTRACT BETWEEN ALAMO HEIGHTS AND SAN ANTONIO TO HANDLE THE SEWAGE OF ALAMO HEIGHTS: AND REPEALING THE ORDINANCE OF THE SAME SUBJECT PASSED THE 11TH DAY OF JULY A. D. 1932.

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

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, of the County of Bexar and State of Texas, and the City of Alamo Heights, of the County of Bexar and State of Texas, in words and figures as follows:

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

3. Alamo Heights will pay San Antonio, at the office of the License and Dues Collector, City Hall, TWO THOUSAND (\$2,000.00) DOLLARS yearly, in advance, to compensate for said services; said sum being estimated as "the pro rata part, based on a per capita basis, of the actual operating expenses of the disposal plant;" and for any subsequent years having a materially greater flow of sanitary sewage from the said Alamo Heights, said consideration shall be proportionately increased.

4. PROVIDED that for greater certainty it is agreed and here recited that said obligation of the City of Alamo Heights to pay \$2,000.00 per year began on January 1, 1931, aggregating \$12,000.00 for the six calendar years including the \$2,000.00 due on January 1, 1936; and it is further agreed that \$3,000.00 was paid on account in 1933 and that a balance of \$9,000.00 remains unpaid as aforesaid, which \$9,000.00 is now fully paid and satisfied covering all of such obligation of the City of Alamo Heights down to and including the calendar year 1936, as evidenced by receipt of the City of San Antonio hereto attached.

4. The term of this contract shall extend from the first/^{day}of January 1936, for five (5) years to the 31st day of December 1940.

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

6. Alamo Heights grants to San Antonio, and its assigns, for and during the time this contract may remain in effect and as herein stipulated, the right to use the surplus capacity of the sewer mains of Alamo Heights for the flow of sanitary sewage originating outside the limits of the City of Alamo Heights, whenever San Antonio may arrange to take such sewage for treatment and disposal under conditions stipulated by the San Antonio ordinances; provided all such connections to said Alamo Heights sewer mains from such outside territory shall be made only through

sewer mains approved as to size, plan, specifications and location by the governing body of Alamo Heights, and provided further that no sewer connections, house connections or sewer mains from such outside territory shall be authorized by this contract or this paragraph, nor shall any flow of any sewage from such outside territory through Alamo Heights sewer mains be maintained, contrary to the will of said City of Alamo Heights, if and as long as owners of real property in any such subdivision or outside territory connecting with the Alamo Heights sewers, shall have failed to pay or cause to be paid any consideration contracted in writinh to be paid to the City of Alamo Heights for the privilege of connecting the sewer mains of such subdivision or outside territory to the Alamo Heights sewers; and provided further that the City of Alamo Heights reserves full rights, after reasonable notice, to discontinue and disconnect any and all of such outside sewer mains hereafter authorized in the event this contract shall be or become ineffective, or in the event the governing body of the city of Alamo Heights shall be of the opinion that the full capacity of the mains concerned is reasonably needed for the accommodation of sanitary sewage of Alamo Heights or any part thereof; and to discontinue and disconnect at any time any and all such outside sewer mains through heretofore authorized in the event any such consideration now owing to the City of Alamo Heights shall remain due and unpaid.

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

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

9. San Antonio shall never be liable to Alamo Heights for pecuniary damages for failure to take the sewage of Alamo Heights into the sewage system of San Antonio, and the right of action therefor is waived as part of the consideration of this contract.

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

11. This contract shall become effective immediately upon the adoption of the governing bodies of the contracting parties, as of the 1st day of January 1936; and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this agreement, are superseded expressly by this contract and shall be null and void.

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

13. An Ordinance entitled "MAKING A CONTRACT BETWEEN ALAMO HEIGHTS AND SAN ANTONIO TO HANDLE THE SEWAGE OF ALAMO HEIGHTS", passed and approved by the City of San Antonio on the 11th day of July, A. D. 1932, is hereby repealed.

14. PASSED AND APPROVED by the City of San Antonio, this 13 day of February, A. D. 1936.

(SEAL)

C. K. Quin.
Mayor of San Antonio.

ATTEST: Jas. Simpson.
City Clerk of San Antonio.

15. PASSED AND APPROVED by the City of Alamo Heights, this 14th day of February, A.D. 1936.

(SEAL)

R. E. O'Grady.
Mayor of Alamo Heights.

ATTEST: G. P. House.
City Clerk of Alamo Heights.

AN ORDINANCE *OH-160*

ADOPTING A FINAL BUDGET FOR THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1935 AND MAKING AN APPROPRIATION FOR THE EXPENDITURES THEREOF.

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

1. Came on this day the public hearing on the budget filed with the City Clerk as required by law, for the expenditures to be made by the City of San Antonio during the current fiscal year, at the time and place and after due notice as provided by law; and, after hearing and considering the said budget, at the conclusion of such hearing, the budget as prepared by the Mayor was acted upon, adopted and finally approved by the Board of Commissioners of the City of San Antonio, which budget is hereto attached and made a part hereof, and is prepared to show as definitely as possible each of the various projects for which appropriations are set up, the amount of money carried for each of said projects, the financial statement of the City, the funds received from all sources during the previous year, the estimated revenue available for the budget and the rate of tax which is required.

2. Said final budget of the expenditures of the General Fund, to be made by the City of San Antonio during the current fiscal year 1935, beginning the 1 of June 1935 and ending the 31 of May 1936, containing the various amounts appropriated to each department for services, public work, materials, supplies and expenses necessary therefor, is in words and figures as follows:-

For the Department of Public Affairs in General, the sum of - - - - -	\$464,862.00
For the Department of Taxation, the sum of - - - - -	100,000.00
For the Department of Sanitation, Parks & Public Property, the sum of - - - - -	507,968.00
For the Department of Streets and Public Improvements, the sum of - - - - -	338,000.00
For the Department of Fire and Police, the sum of - - - - -	838,000.00
For Contingent Account, the sum of - - - - -	123,170.00
TOTAL - - - - -	\$2,372,000.00

3. \$2,372,000.00 is appropriated hereby out of the 1935 General Fund to provide for the expenditures of the various departments of the City for the current ^{fiscal} year, as specified for the General Fund accounts.

4. This appropriation is in lieu of Council Appropriation 1123, dated October 1935, and all other appropriations made on account of the 1935 General Fund.

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

6. PASSED AND APPROVED this 20 day of February, A. D. 1936.

C. K. Quin.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.