

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$11,733.33, be and the same is hereby appropriated out of the Policemen, Firemens' and Fire Alarm Operators' Pension Fund, for payrolls for the period ending June 30, 1943, in the amount of \$11,733.33.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson  
MAYOR PRO TEM.

Attest:

Sam C. Bennett  
City Clerk.

APPRO. NO. 41.

AN ORDINANCE (88)

APPROPRIATING \$11,075.09 TO PAY JOE W. JOERIS ON ESTIMATE NO.2, FOR THE CONSTRUCTION OF AN ADDITION TO BUILDING AT 102 DWYER AVENUE, TO BE USED AS A DETENTION HOSPITAL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$11,075.09, be and the same is hereby appropriated out of the following funds:

Health Building Fund of 1937	\$3,322.53
Quarantine Hospital Project Tex- 41-349 Fund	<u>7,752.56</u>
	\$ 11,075.09

making same payable to Joe W. Joeris on account of Estimate No. 2, for the construction of an addition to building at 102 Dwyer Avenue, San Antonio, Texas, to be used as a detention hospital, as per contract dated February 25, 1943.

PASSED AND APPROVED on the 24th day of  
June, 1943

P. L. Anderson  
MAYOR PRO TEM.

Attest:

Sam C. Bennett  
City Clerk.

APPRO. NO. 42.

AN ORDINANCE (89)

APPROPRIATING THE SUM OF \$150.00 IN PAYMENT TO LEO M. J. DIELMANN OF PORTION OF ARCHITECTURAL FEE IN CONNECTION WITH QUARANTINE HOSPITAL PROJECT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that,  
1. That the sum of \$150.00, be and the same is hereby appropriated out of Quarantine Hospital Project No. Tex 41-349, fund to pay Leo M. J. Dielmann, Architect on estimate # 2, for architectural services rendered in connection with Quarantine Hospital Project, building at 102 Dwyer Avenue, in accordance with contract dated December 19, 1942, as per statement on file in the Office of the City Auditor.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson  
MAYOR PRO TEM.

Attest:

Sam C. Bennett,  
City Clerk.

APPRO. NO. 43.

AN ORDINANCE (90)

APPROPRIATING \$50.00 OUT OF THE ADVERTISING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.00, be and the same is hereby appropriated out of the Advertising Fund, for payroll for the period

ending June 30, 1943, in the amount of ..... \$50.00.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson  
MAYOR PRO TEM.

Attest:

Sam C. Bennett,  
City Clerk.

APPRO. NO. 44.

AN ORDINANCE (91)

APPROPRIATING \$90.00 OUT OF 1942 GENERAL FUND TO PAY FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$90.00, be and the same is hereby appropriated out of 1942 General Fund - Health Department - to pay for professional services as per approved invoices on file in the City Auditor's Office, payable to the following:

James L. Anderson,	\$ 37.50
Dr. Ballard E. Galloway,	<u>52.50</u>
	\$ 90.00

PASSED AND APPROVED on the 24th day of June 1943.

P. L. Anderson  
MAYOR PRO TEM.

Attest:

Sam C. Bennett  
City Clerk.

APPRO. NO. 45.

AN ORDINANCE (92)

APPROPRIATING \$887.55 OUT OF 1943 GENERAL FUND TO PAY FOR SUPPLIES MATERIALS & MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$887.55, be and the same is hereby appropriated out of 1943 General Fund - Various Departments - to pay for supplies, materials and miscellaneous expenditures as per approved invoices on file in the City Auditor's Office, payable out of the following departments:

Public Affairs in General	\$ 686.33
Sanitation, Parks & Public Property	107.18
Streets & Public Improvements	9.90
Fire & Police	<u>84.14</u>
	\$ 887.55

PASSED AND APPROVED on the 24th day of June 1943.

P. L. Anderson  
MAYOR PRO TEM.

Attest:

Sam C. Bennett  
City Clerk.

APPRO. NO. 46

AN ORDINANCE (93)

APPROPRIATING \$232.47 OUT OF 1943 GENERAL FUND TO PAY EXCHANGE ON JULY 1, 1943 BOND AND INTEREST COUPON MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$232.47, be and the same is hereby appropriated out of 1943 General fund - Exchange Department, payable to Frost National Bank of San Antonio, Texas, to pay exchange on \$185,975.64 Bond and Interest Coupon Maturities due July 1, 1943.

PASSED AND APPROVED on the 1st day of July, A. D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 47

AN ORDINANCE (94)

APPROPRIATING \$50,033.57 OUT OF 1943 GENERAL FUND TO PAY NOTES NOS. 5 AND 6 OF THE 1943 GENERAL FUND SERIES, AND ACCRUED INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of 1943 General Fund - Taxes, Licenses, Fines, etc. Account, payable to Frost National Bank of San Antonio, Texas, to pay two (2) Notes Nos. 5 and 6 of the 1943 General Fund Series, \$25,000.00 each, maturing on or before July 1, 1944;

AND, the sum of \$33.57, be and the same is hereby appropriated out of 1943 General Fund - Interest Department to pay accrued interest on 1943 General Fund Notes Nos. 5 and 6.

PASSED AND APPROVED on the 1st day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 48

AN ORDINANCE (95)

APPROPRIATING \$671.00 OUT OF 1943 GENERAL FUND TO PAY FOR HIRE OF TEAMS, TRUCKS, WAGONS AND DRIVERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$671.00, be and the same is hereby appropriated out of 1943 General Fund to pay for hire of teams, trucks, wagons and drivers used in the various departments from June 16, 1943 to and including June 30, 1943 as per approved estimates on file in the City Auditor's Office, payable out of the following department:

Sanitation, Parks & Public Property	\$671.00
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PASSED AND APPROVED on the 1st day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 49

AN ORDINANCE (96)

APPROPRIATING THE SUM OF \$683.17 IN PAYMENT FOR TEAMS, WAGONS AND DRIVERS USED IN THE CONSTRUCTION AND MAINTENANCE OF STREETS AND ALLEYS.

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

1. That the sum of \$683.17 be and the same is appropriated hereby out of the 1943 General Fund - Street Maintenance, in payment for teams, wagons and drivers, used in the

construction and maintenance of streets and alleys from June 15, 1943 to and including June 30, 1943, in accordance with estimate on file in the office of the City Auditor, as follows:

<u>NAME</u>	<u>PERIOD</u>	<u>RATE</u>	<u>TOTAL</u>
Luis De Leon	10	\$5.00	50.00
Refugio Delgado	13-3/8	5.00	66.88
Louis Gonzales	13-3/8	5.00	66.88
Eugene Jackson	13-3/8	5.00	66.88
Mrs. Levina A. King	13-3/8	5.00	66.88
Pedro Montez, Jr.	13-3/8	5.00	66.88
Abel Manez	13-3/8	5.00	66.88
Will Sheppard	6-2/8	5.00	31.25
Nester Trevino	13-3/8	5.00	66.88
John Vidal	13-3/8	5.00	66.88
Willie Zimmerle	13-3/8	5.00	66.88

2. PASSED AND APPROVED this 1st day of July, A. D. 1943.

GUS B. MAUERMANN

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 50

AN ORDINANCE (97)

APPROPRIATING \$283.51 OUT OF 1943 GENERAL FUND TO PAY CITY'S SHARE OF GROUP LIFE INSURANCE FOR JUNE 1943 COVERING VARIOUS EMPLOYEES IN THE POLICE & FIRE DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$283.51, be and the same is hereby appropriated out of 1943 General Fund to pay Aetna Life Insurance Company the City's share of group life insurance for June 1943 covering various employees in the following departments:

Fire & Police Commissioner	1.73
Police	173.74
Fire	104.90
Fire Alarm	3.14
	<hr/>
	\$283.51

PASSED AND APPROVED on the 1st day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 51

AN ORDINANCE (98)

APPROPRIATING \$35.00 OUT OF THE 1943 GENERAL FUND, FOR SUPPLEMENTAL GROUP C., POLICE DEPARTMENT PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$35.00, be and the same is hereby appropriated out of the 1943 General Fund, for Supplemental Group C Police Department, payroll, in the amount of \$35.00.

PASSED AND APPROVED on the 1st day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 52

## AN ORDINANCE (99)

APPROPRIATING \$126.29 OUT OF 1943 GENERAL FUND TO PAY FOR MATERIALS AND SUPPLIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$126.29, be and the same is hereby appropriated out of 1943 General Fund - Various Departments, to pay for materials and supplies, as per approved invoices on file in the City Auditor's Office, payable out of the following departments:

Public Affairs in General	.50
Fire & Police	125.79
	<hr/> 126.29

PASSED AND APPROVED on the 1st day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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## AN ORDINANCE (100)

MAKING A CONTRACT FOR LEASE OF THE QUARANTINE HOSPITAL TO THE STATE OF TEXAS

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, hereinafter called "LESSOR", and the State of Texas, hereinafter called "LESSEE", in words and figures as follows:

2. The Lessor leases and demises to the Lessee, upon the covenants and conditions hereinafter stated, the following described property located in the City of San Antonio County of Bexar and State of Texas, together with all appurtenances thereto in anywise belonging and the right of ingress and egress thereto, for use by the State of Texas, through the Texas State Department of Health, as a Quarantine Hospital for the treatment of women affected with infectious and contagious venereal diseases; said property being more particularly described as follows: The second story and the third story of the Detective Building in the City of San Antonio, being 102 Dwyer Avenue, situated on the west 110 feet of Lot 1 and Lot 2, in New City Block 118, between Dwyer Avenue and the San Antonio River.

3. TO HAVE AND TO HOLD the said premises and appurtenances thereto, for the term beginning on the 1st day of July, 1943 and ending on the 31st day of December, 1943, designated as the original term.

4. The Lessee shall pay the Lessor as rent for the premises in full satisfaction therefor, the sum of One Dollar (\$1.00) per year or fraction thereof for the original term and any renewal thereof.

5. If the emergency, which on September 8, 1939, was declared to exist by the President of the United States of America, still continues to exist at the end of the original term, this lease shall be renewed for an additional period of one year, at the same rental provided for the original term, provided an allotment of funds to operate and maintain the premises for one year is made prior to the expiration of the original term, unless at least 30 days prior to the expiration of the original term the Lessee shall, in writing, have advised the Lessor of its intention to terminate this lease. This lease shall be further renewed for successive one year periods, as long as said emergency exists and six months thereafter provided allotments of funds is made for the maintenance and operation of the premises for such year prior

to the expiration of the preceding term provided written notice of intention to terminate is not given by the Lessee at least 30 days prior to the expiration of the preceding one year period. If said emergency ceases to exist, either party may serve the other with 30 days written notice of its intention to terminate the lease at the expiration of the original term or at the expiration of any subsequent renewal thereof, and the service of such notice shall terminate the lease at the expiration of such term.

6. The Lessor hereby agrees and covenants that the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises for the original term of this lease and any renewal thereof. The Lessor further agrees and covenants not to convey, lease, mortgage, or otherwise alien the premises without the consent of the Lessee, unless the grantee, lessee, mortgagee, or other party to such transaction shall specifically agree to be bound by all the terms of this lease. The Lessor further agrees and covenants promptly to pay all lawful taxes or assessments, special or otherwise, and public charges, excepting charges for water, gas, electric and similar services, of every kind and nature, which shall be taxed against the premises during the term of this lease or any renewal thereof.

7. The Lessee shall maintain the said premises in good order and repair during the continuance of this lease. Upon the termination of the original term or any renewal of this lease, the Lessee shall immediately surrender and place the Lessor in peaceful possession of said premises, returning the same in as good order and condition as when possession was first taken hereunder, ordinary wear and tear and damages caused by defects in the original design and construction excepted. The Lessee assumes no liability for any damage, injury, loss or expense, howsoever incurred or occurring or for any defect in or representation not herein contained.

8. The streets, sidewalks and entrances to the premises shall be maintained by the Lessor at its own expense, if necessary. The leased premises shall be improved, rehabilitated, partitioned and remodeled as the Lessee may choose and all expense thereof shall be a charge against the Lessee and not an expense of the Lessor. All permanent improvements attached to the building will become the property of the Lessor; but all furniture and equipment put on the premises by the Lessee may be removed by the Lessee at the termination of this lease or any extension thereof, if the premises are not to be used thereafter for the purposes for which this lease has been executed. All utilities used by the Lessee during the term of this lease or any extension thereof, shall be paid for by the Lessee.

9. In the event the premises or building and improvements shall be rendered untenable by fire or other casualty or be damaged thereby, the Lessor shall have the option of restoring such premises, buildings, and improvements to their original condition within 90 days after receipt of notice of such loss, damage or destruction; or terminating this lease. In the event of such damage or destruction, the Lessee may, without prejudice to any other of its remedies hereunder, elect to terminate this lease; the lease shall be so terminated if the Lessee gives notice thereof to the Lessor within 30 days after such casualty.

10. The Lessee shall not assign this agreement or underlet or sublet the premises or any part thereof without the consent of the Lessor in writing; or occupy, or permit or suffer same to be occupied, for any business or purpose deemed extra hazardous on account of fire.

11. It is fully understood and agreed that such covenants and agreements made herein by Lessee as to the payment of rentals and maintenance during the original and any renewal terms of this lease are subject to Federal allotment of funds as allocated to the specific purpose as set up in the present or any future allotment of funds under the Federal Works Agency project, designated #Texas 41-349, Quarantine Hospital, San Antonio, Texas, made and adopted as part

of this agreement, to which reference is herein made.

PASSED AND APPROVED this 1st day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

The covenants and conditions of the foregoing ordinance are accepted as the contract of lease for said premises.

STATE OF TEXAS,

Through the State Department of Health,

By \_\_\_\_\_ Geo. W. Cox, M.D.  
State Health Officer

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AN ORDINANCE (101)

APPOINTING OLIVE D. HODSON, ASSISTANT CITY CLERK OF THE CITY OF SAN ANTONIO, AND FIXING SALARY.

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

1. That Olive D. Hodson be and she is hereby appointed Assistant City Clerk of the City of San Antonio, effective July 1, 1943, at a salary of \$150.00 per month.
2. PASSED AND APPROVED this 1st day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 53

AN ORDINANCE (102)

APPROPRIATING \$755.19 OUT OF 1943 GENERAL FUND TO PAY FOR MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$755.19 be and the same is hereby appropriated out of 1943 General Fund - Various Departments - to pay for materials, supplies and miscellaneous expenditures as per approved invoices on file in the City Auditor's Office, payable out of the following Departments:

Public Affairs in General	\$160.09
Sanitation, Parks & Public Property	595.10
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	755.19

PASSED AND APPROVED on the 8th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 54

## AN ORDINANCE (103)

ACCEPTING PROPOSAL OF ALAMO FUEL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH NUT COAL FOR PERIOD ENDING MAY 31, 1944; AND APPROPRIATING \$373.29 IN PAYMENT THEREFOR.

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

1. That the proposal of Alamo Fuel Co., of 602 Buena Vista Street, San Antonio, Texas, dated July 1, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with 34 tons of Nut Coal at a price of \$11.09 per ton, with 1 per cent discount for payment within ten days after receipt, based upon Government regulations, strikes, etc. delivery to begin within 30 days, said delivery to be made as per the proposal, be and the same is hereby accepted, said proposal being the only one received in response to request for bids.

2. That \$373.29 be and the same is hereby appropriated in payment for said coal, to be apportioned as follows:

Out of 1943 General Fund - Garbage & Sanitation Dept. \$43.92

Out of 1943 General Fund - Fire Department 329.37

on invoices approved by the Mayor of the City of San Antonio.

3. PASSED AND APPROVED this 18th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 55

## AN ORDINANCE (104)

APPROPRIATING \$65.80 OUT OF 1943 GENERAL FUND TO PAY EXPENSES OF TRIP TO NEW ORLEANS, LA. OF COL. JOHN N. REYNOLDS ON OFFICIAL CITY BUSINESS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$65.80, be and the same is hereby appropriated out of 1943 General Fund - Civilian Defense Department, payable to Col. John N. Reynolds, Co-Ordinator of Civilian Defense, for City of San Antonio, Texas, to re-imburse amount expended for necessary expenses on trip to New Orleans, La., and return, from May 29, 1943 to June 5, 1943, inclusive, on Official City Business, for civilian defense staff course, as per itemized sworn statement of expenses on file with the City Auditor.

PASSED AND APPROVED on the 8th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 56

## AN ORDINANCE (105)

APPROPRIATING \$1409.70 OUT OF AIRPORT FUND OF 1941 TO PAY FOR MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1409.70 be and the same is hereby appropriated out of Airport Fund of 1941 in payment of materials, supplies and miscellaneous expenditures, as per approved invoices on file in the City Auditor's Office.

PASSED AND APPROVED on the 8th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 57

AN ORDINANCE (106)

FIXING THE STATUS AND COMPENSATION OF WALTER CONNER.

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

1. That from and after June 1, 1943, Walter Conner, of the San Antonio Health Department, shall receive a monthly salary of \$180.00 per month, of which the City of San Antonio shall pay the sum of \$45.00 per month, through the San Antonio Board of Education, and the balance of same, to wit: \$135.00 per month shall be received from the Texas State Board of Vocational Education and the San Antonio Independent School District, said Walter Conner being enrolled as a teacher and instructor of vocational education, to-wit: food handling and Industrial Hygiene; there is hereby appropriated from the 1943 General Fund - Health Department, the sum of \$540.00 to apply on said salary for twelve months, beginning June 1, 1943, and ending May 31, 1944, which appropriation shall be paid at the rate of \$45.00 per month to said Board of Education for the account of Walter Conner.

2. Walter Conner shall perform the services of teacher and instructor of Food Handling and Industrial Hygiene in the training schools of said San Antonio Board of Education for said period.

3. Walter Conner shall retain his status as an employee of the City of San Antonio.

4. PASSED AND APPROVED this 8th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 58

AN ORDINANCE (107)

FIXING THE STATUS AND COMPENSATION OF J. L. STARNES.

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

1. That from and after June 1, 1943, J. L. Starnes, of the San Antonio Health Department, shall receive a monthly salary of \$180.00 per month, of which the City of San Antonio shall pay the sum of \$45.00 per month, through the San Antonio Board of Education, and the balance of same, to-wit: \$135.00 per month shall be received from the Texas State Board for Vocational Education and the San Antonio Independent School District, said J. L. Starnes being enrolled as a teacher and instructor of vocational education, to-wit: Food Handling and Industrial Hygiene; there is hereby appropriated from the 1943 General Fund - Health Department, the sum of \$540.00 to apply on said salary for twelve months, beginning June 1, 1943 and ending May 31, 1944, which appropriation shall be paid at the rate of \$45.00 per month to said Board of Education for the account of J. L. Starnes.

2. J. L. Starnes shall perform the services of teacher and instructor of Food Handling and Industrial Hygiene in the training schools of said San Antonio Board of Education for said period.

3. J. L. Starnes shall retain his status as an employee of the City of San Antonio.
4. PASSED AND APPROVED this 8th day of July, A. D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 59

AN ORDINANCE (108)

FIXING THE STATUS AND COMPENSATION OF R. W. SCOTT.

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

1. That from and after June 1, 1943, R. W. Scott, of the San Antonio Health Department, shall receive a monthly salary of \$200.00 per month, of which the City of San Antonio shall pay the sum of \$50.00 per month, through the San Antonio Board of Education, and the balance of same, to-wit: \$150.00 per month shall be received from the Texas State Board of Vocational Education and the San Antonio Independent School District, said R. W. Scott being enrolled as a teacher and Instructor of vocational education, to-wit: Food handling and Industrial Hygiene; there is hereby appropriated from the 1943 General Fund - Health Department, the sum of \$600.00 to apply on said salary for twelve months, beginning June 1, 1943, and ending May 31, 1944, which appropriation shall be paid at the rate of \$50.00 per month to said Board of Education for the account of R. W. Scott.

2. R. W. Scott shall perform the services of teacher and instructor of Food Handling and Industrial Hygiene in the training schools of said San Antonio Board of Education for said period.

3. R. W. Scott shall retain his status as an employee of the City of San Antonio.

4. PASSED AND APPROVED this 8th day of July, A.D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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AN ORDINANCE (109)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$7,000.00 TO PAY THE CURRENT EXPENSES OF THE CITY OF SAN ANTONIO FOR PUBLIC LIBRARIES.

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

1. That for the purpose of paying the current expenses of the City of San Antonio for the support and maintenance of the public libraries of said City for the fiscal year 1943 beginning June 1, 1943, there shall be borrowed and secured from the Frost National Bank an advance of money in the sum of \$7,000.00, as provided by the Charter and Ordinances of said City, which amount does not exceed the estimated current revenue and income of said City for said fiscal year applicable to said purpose.

2. That to evidence said loans and advances by said Bank, there shall be executed and delivered to it 7 promissory notes of the City of San Antonio, numbered consecutively from 8 to 14, both inclusive, and said notes shall be for the sum of \$1,000.00 each, the said notes aggregating the sum of \$7,000.00, and shall bear interest at the rate of 1-69/100 per cent per annum from date until maturity, provided, that interest shall be paid 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 3 per cent per annum after maturity 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 not later than the 1st day of July, 1944, with privilege of prepayment prior to maturity; and the said warrants and/or notes given by said City to said Bank shall constitute a first lien upon the revenue arising from the special tax levied and collected to create such 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, 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. _____	UNITED STATES OF AMERICA THE STATE OF TEXAS COUNTY OF BEXAR CITY OF SAN ANTONIO LIBRARY FUND NOTE - 1943.	\$1000.00
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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 Frost National Bank, of San Antonio, Texas, on or before the 1st of July, 1944, 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 maturity, at the rate of 1-69/100 per cent per annum payable monthly, and at the rate of 3 per cent per annum after maturity until paid.

This note is one of a series of 7 notes, numbered 8 to 14, both inclusive, being of the denomination of \$1,000.00 each, aggregating \$7,000.00, authorized to be issued from time to time by the City of San Antonio to the Frost National Bank, 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, 1943 and ending May 31, 1944; 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 10th day of July, 1943, which ordinance is recorded in Ordinance Book "L", of the City of San Antonio.

The date of this note, in conformity with said ordinance is the date of 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 the issuance of this series of notes, have 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 hereof 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. PASSED AND APPROVED this 10th day of July, A. D. 1943

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

\* \* \*

AN ORDINANCE (110)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$300,000.00 TO PAY THE CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1943.

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

1. That, for the purpose of paying the debts of the City of San Antonio incurred for current expenses during the fiscal year ~~beginning June 1, 1943~~ beginning June 1, 1943, and to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1944, there shall be borrowed and secured from the Frost National Bank of San Antonio, Texas, advances of money for said purposes in the amount of \$300,000.00, which amounts do not exceed the estimated current income of said 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 Frost National Bank 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 11 to 22, both inclusive, and each note shall be for the sum of \$25,000.00.

3. That the above said notes, aggregating \$300,000.00, shall be payable to bearer at the Frost National Bank of San Antonio, Texas; all said notes to be dated the day and date they are executed, and shall bear interest at the rate of 1-69/100 per cent 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 dates of such advancements, and, provided, that said notes or advances made by said bank to the said City shall draw interest after maturity thereof at the rate of 3 per cent per annum; 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 July 1st, 1944, with privilege of prepayment prior to maturity.

4. That the uncollected taxes and revenues of the City of San Antonio, for the fiscal year beginning June 1, 1943, and ending May 31, 1944, and all of the current revenues of the City of San Antonio arising from taxation and all other sources during said fiscal year, 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 current incomes and 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. There is excepted herefrom receipts from parking meters.

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 for 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 June 10, 1943, and recorded in Ordinance Book "L", 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 this fiscal year, as provided by and in accordance with the Charter and Ordinances 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  
1943 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 Frost National Bank, of San Antonio, Texas, on or before the 1st day of July, 1944, the principal sum of (---state amount in dollars ---) in lawful money of the United States of America, together with interest thereon from the date hereof until maturity at the rate of 1-69/100 per cent per annum, payable monthly, and at the rate of 3 per cent per annum after maturity until paid.

This note is one of a series of 10 notes, numbered from 11 to 22, both inclusive, each note being for the sum of \$25,000.00, aggregating the sum of \$300,000.00, 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, 1943 and to supply the needed funds to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1944, 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 10th day of July, 1943, which ordinance is recorded in Ordinance Book "L", of the City of San Antonio.

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, for the fiscal year beginning June 1, 1943 and ending May 31, 1944, 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 \_\_\_\_\_, 194\_\_."

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 10th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

\* \* \*

AN ORDINANCE (111)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$4,000.00 FROM THE FROST NATIONAL BANK TO PAY CURRENT EXPENSES IN THE MATTER OF THE FIREMEN AND FIRE ALARM OPERATORS PENSION FUND.

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 Frost National Bank of San Antonio, Texas, \$4,000.00, to pay that part of the current expenses for the fiscal year beginning June 1, 1943 and ending May 31, 1944, which represents the obligations of the City for the payments of benefits stipulated under the terms of an Ordinance creating a Special Fund to aid the disbursements of the Board of Firemen, Policemen and Fire Alarm Operators Pension Fund Trustees, passed and approved on the 26th day of June, A. D. 1941; which sum does not exceed the estimated income of said City for said fiscal year for said purpose.

2. As evidence of said loan 4 promissory notes of the City of San Antonio will be executed and delivered to the Frost National Bank of San Antonio, Texas, which notes shall be drawn and executed as stipulated by the Charter and Ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, which notes shall be numbered consecutively from 5 to 8, both inclusive, and shall be for the sum of \$1,000.00 each, aggregating \$4,000.00, and shall bear interest at the rate of 1-69/100 per cent per annum, from date until maturity, interest to be 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 maturity until paid at the rate of 3 per cent per annum; all advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than July 1st, 1944, 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 Firemen, Policemen and Fire Alarm Operators Pension Fund, remaining uncollected for such current fiscal year, and said warrants and/or 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, subject only to existing prior pledges of said back taxes, are hereby irrevocably pledged for the payment of said advancements, and said warrants and/or 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 expenses of the City of San Antonio under the provisions of the Firemen, Policemen and Fire Alarm Operators Pension Fund Ordinance for the current 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:

CITY OF SAN ANTONIO  
PENSION FUND NOTE - 1943.

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 the order of Frost National Bank of San Antonio, Texas, on or before the 1st day of July, A. D. 1944, 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 maturity, at the rate of 1-69/100 per cent per annum, payable monthly, and after maturity until paid at 3 per cent per annum,

This note is one of a series of 4 notes, numbered from 5 to 8, both inclusive, notes being of the denomination of \$1,000.00 each, aggregating \$4,000.00, 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, 1943 and ending May 31, 1944, under the provisions of the Firemen, Policemen and Fire Alarm Operators Pension Fund Ordinance, 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, which ordinance is recorded in the Ordinances of said City, and is included herein by reference for all intents and purposes.

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 authorized by the Ordinance creating the Firemen, Policemen and Fire Alarm Operators Pension Fund of

said City, for the fiscal year beginning June 1, 1943 and ending May 31, 1944, 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 hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes."

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 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 10th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 60

AN ORDINANCE (112)

APPROPRIATING \$3,430.79 TO PAY ARCHITECTS FEES AND CONTRACTORS ESTIMATE FOR THE CONSTRUCTION OF AN ADDITION TO BUILDING AT 102 DWYER AVENUE, TO BE USED AS A DETENTION HOSPITAL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,430.79, be and the same is hereby appropriated out of the following funds, in the amounts, and payable to the persons as shown below:

Quarantine Hospital Project No. Tex-41-349	Leo M. J. Dielmann Architect's Fees	\$360.00
Quarantine Hospital Project No. Tex-41-349	Joe W. Joeris Contractor's Periodical Estimate for partial payment No. 3	2,149.55
Health building fund of 1937	Joe W. Joeris Contractor's Periodical Estimate for partial payment No. 3	921.24
		<hr/> \$ 3,430.79

PASSED AND APPROVED on the 10th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

\* \* \*

APPRO. NO. 61

AN ORDINANCE (113)

APPROPRIATING \$300.00 TO PAY JOHN D. ROBARDS EXPENSES INCURRED IN CITY BUSINESS.

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

1. That \$300.00 is appropriated hereby out of the General Fund of 1943 - Police Department, to pay the necessary expenses of John D. Robards in attending the FBI National Police

Academy, at Washington, D. C., for fourteen weeks beginning July 19th, 1943, in the performance of services for the City of San Antonio in the improvement of the Police Department.

2. The said officer shall keep an accurate, itemized, account of the necessary expenses incurred by him in this matter, and shall refund to the City the remainder of the money unexpended in this behalf.

3. PASSED AND APPROVED this 10th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 62

AN ORDINANCE (114)

APPROPRIATING \$111,039.00 OUT OF THE 1943 GENERAL FUND, FOR SEMI-MONTHLY AND PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$111,039.00, be and the same is hereby appropriated out of the 1943 General Fund, for semi-monthly and per diem payrolls (estimated) for the period ending July 15, 1943, as follows:

Public Affairs in General	\$14,000.00
" " " " (Witte)	201.50
Taxation Department	4,000.00
Sanitation, Parks & Public Property	30,000.00
Streets & Public Improvements	12,500.00
Fire & Police Departments	50,000.00
Civilian Defense	337.50
	<hr/>
	111,039.00

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 63

AN ORDINANCE (115)

APPROPRIATING \$100,070.61 OUT OF 1943 GENERAL FUND TO PAY NOTES NOS. 7 TO 10 INCL. AND ACCRUED INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$100,000.00, be and the same is hereby appropriated out of 1943 General Fund - Taxes, Licenses, Fines, etc. Account payable to Frost National Bank of San Antonio, Texas, to pay four (4) Notes Nos. 7 to 10 inclusive of the 1943 General Fund Series, \$25,000.00 each, maturing on or before July 1, 1944;

AND, the sum of \$70.61, be and the same is hereby appropriated out of 1943 General Fund - Interest Department to pay accrued interest on 1943 General Fund Notes Nos. 7 to 10 inclusive.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

\* \* \*

APPRO. NO. 64

## AN ORDINANCE (116)

TRANSFERRING \$93,000.00 FROM VARIOUS FUNDS TO THE 1943 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Commissioner of Taxation, as ex-officio City Treasurer and the City Auditor, be and they are hereby directed to transfer or cause to be transferred \$93,000.00 to the 1943 General Fund - Taxes, Licenses, Fines, etc. Account out of the following Funds:

Back Tax General Fund	\$8,000.00
1942 General Fund - Proceeds of Notes Account	64,000.00
1942 General Fund - Taxes, Licenses, Fines, etc. Account	21,000.00
	93,000.00

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 65

## AN ORDINANCE (117)

APPROPRIATING \$46,863.23 OUT OF 1943 GENERAL FUND IN PAYMENT OF MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Sum of \$46,863.23, be and the same is hereby appropriated out of the 1943 General Fund, in payment of materials, supplies and miscellaneous expenditures, payable as per approved bills on file in the City Auditor's Office for the following departments:

Public Affairs in General	\$11,192.47
Taxation	2,966.63
Sanitation, Parks & Public Property	13,694.08
Streets & Public Improvements	5,001.32
Fire & Police	13,994.83
Civilian Defense	3.50
Texas Public Welfare	10.40
	46,863.23

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 66

## AN ORDINANCE (118)

APPROPRIATING THE SUM OF \$5.48 IN REFUND OF PAYMENT OF CITY TAXES IN DUPLICATE ON CERTAIN PROPERTY, TO ALAMO ABSTRACT &amp; TITLE COMPANY

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

1. That the petition of Alamo Abstract & Title Company, of San Antonio, Texas, attached hereto and made a part hereof, for refund of City Taxes paid in duplicate on East 60 feet of Lot 15, (Arbitrary #31), Block 1, New City Block 2442, in the City of San Antonio, Texas, in the City of San Antonio, Texas, for the years 1936 and 1937, on Back Tax Receipt No. 41743, be and the same is hereby granted.

2. That the sum of \$5.48 be and the same is hereby appropriated out of the Back Tax General Fund, in payment of said refund of City Taxes to Alamo Abstract & Title Company, as follows:

East 60 feet of Lot 15 (Arbitrary #31), Block 1, New City Block 2442,  
Back Tax Receipt No. 41743, for the year 1936 \$2.38  
For the year 1937 3.10

3. PASSED AND APPROVED this 15th day of July, A. D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

"To the Honorable Mayor and Commissioners:

City of San Antonio,

Gentlemen:

On July 1st, 1939, the Alamo Abstract and Title Guaranty Company paid School and City Taxes on the East 60 feet of Lot 15, (Arbitrary #31), Block 1, N.C.B. 2442, in the City of San Antonio, Texas, in the following amounts:

To San Antonio Independent School District \$3.20  
To City of San Antonio 5.48

a total of \$8.68 paid on Back Tax Receipt #41743, attached hereto, covering the above-described property for the years 1936 and 1937.

It was later discovered these same taxes had previously been paid by the National Lumber Company on Back Tax Receipt #39660, dated June 26, 1939, with the exception of .06¢ for year 1936 on Improvement Dist. #7, which was omitted thru error, making total paid by the National Lumber Company \$8.62.

We respectfully petition your Honorable Body, in view of the above set out facts to grant refund of amounts overpaid, to-wit:

School \$3.20  
City 5.42  
-----  
\$8.62

ALAMO ABSTRACT & TITLE GUARANTY COMPANY

By E. H. Quenville"

\* \* \*

APPRO. NO. 67

AN ORDINANCE (119)

APPROPRIATING THE SUM OF \$4.65 IN REFUND OF PAYMENT OF CITY TAXES IN DUPLICATE ON CERTAIN PROPERTY, TO GUARANTY ABSTRACT AND TITLE COMPANY.

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

1. That the petition of Guaranty Abstract & Title Company, of San Antonio, Texas, for refund of City taxes paid in duplicate, on South 69.8 feet of Lot 14, Block 1, New City Block 2463, in the amount of \$2.76, and on Lot 4, Block 2, New City Block 2464, in the amount of \$1.89, which petition is attached hereto and made a part hereof, be and the same is hereby granted.

2. That the sum of \$4.65 be and the same is hereby appropriated out of the Back Tax General Fund, in payment of said refund to Guaranty Abstract & Title Company, as follows:

South 69.8 feet of Lot 14, Block 1, New City Block 2463, for the year 1936, Back Tax Receipt No. 42633 \$2.76  
Lot 4, Block 2, New City Block 2464, for the year 1936, Back Tax Receipt No. 42634 1.89

3. PASSED AND APPROVED this 15th day of July, A. D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST: Sam C. Bennett, City Clerk

"To the Honorable Mayor and Commissioners:

City of San Antonio.

Gentlemen:

On July 1st, 1939, The Guaranty Abstract & Title Company paid taxes on the South 69.8 feet of Lot 14, Block 1, N.C.B. 2463, in San Antonio, Texas, in the following amounts for fiscal year 1936:

To San Antonio Independent School District	\$1.90
To City of San Antonio,	2.76,

a total of \$4.66 paid on Back Tax Receipt #42633, attached hereto.

The said taxes for Fiscal Year 1936 had been paid previously on the above property by the National Lumber Company on Back Tax Receipt #39655, dated June 26, 1939. ALSO,

On July 1st, 1939, The Guaranty Abstract and Title Company paid taxes on Lot 4, Block 2, N.C.B. 2464, as follows:

To San Antonio Independent School District	\$1.30
To City of San Antonio	1.89

a total of \$3.19 for the fiscal year 1936, covered by Back Tax Receipt #42634, attached hereto; Said taxes were also paid on June 26, 1939, by the National Lumber Company on Back Tax Receipt #39661.

In view of the above facts we respectfully petition your Honorable Body to grant refunds of amounts overpaid, to-wit:

School	\$3.20
City	4.65
Total	<u>7.85</u>

GUARANTY ABSTRACT & TITLE COMPANY

By Emmett Sweeney

President"

\* \* \*

APPRO. NO. 68

AN ORDINANCE (120)

APPROPRIATING \$843.99 TO PAY GOVERNMENT TAX ON ADMISSIONS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$843.99, be and the same is hereby appropriated out of 1943 General Fund, payable to collector of Internal Revenue, being taxes on admissions from June 1, 1943 to June 30, 1943 inclusive, as per statement on file in the City Auditor's Office, as follows:

1943 GENERAL FUND:

Museum	\$49.21
Reptile Garden	78.85
Governors Palace	19.53
Recreation (Swimming Pools)	696.40
Total	<u>843.99</u>

APPROVED FOR \$715.93:

/s/ Henry R. Hein  
Comm. San. Parks & Pub. Property

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 69

AN ORDINANCE (121)

APPROPRIATING \$594.00 OUT OF 1943 GENERAL FUND, SEWAGE TREATMENT DEPARTMENT, FOR ONE CARLOAD OF LIQUID CHLORINE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$594.00, be and the same is hereby appropriated out of 1943 General Fund, sewage Treatment Department, payable to Peaslee-Gaulbert Corporation, for one carload of Liquid Chlorine, in drums at \$2.00 per cwt. FOB Corpus Christi, Texas, as per contract accepted June 10, 1943.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 70

AN ORDINANCE (122)

ACCEPTING PROPOSAL OF H. W. LEWIS EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH USED ALLIS-CHALMERS TYPE "L" CRAWLER TRACTOR; AND APPROPRIATING THE SUM OF \$5,422.50 IN PAYMENT FOR SAME.

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

1. That the proposal of H. W. Lewis Equipment Company, of 431 Hoefgen Avenue, San Antonio, Texas, dated June 18, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with one used Allis-Chalmers 91.53 H. P. Type "L" Crawler Tractor, f.o.b. Garbage and Sanitation Department, Nevada and Walnut Streets, San Antonio, Texas, at a price of \$5,422.50, be and the same is hereby accepted.

2. That the sum of \$5,422.50 be and the same is hereby appropriated out of the 1943 General Fund - Garbage and Sanitation, in payment to H. W. Lewis Equipment Company for this tractor, upon delivery and acceptance by the City.

3. PASSED AND APPROVED this 15th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

- - -

<u>BIDDER</u>	<u>MAKE &amp; YEAR MODEL</u>	<u>HORSE-POWER &amp; WEIGHT</u>	<u>MODEL OR TYPE</u>	<u>PRICE</u>
H.W. Lewis Equipment Company	Allis-Chalmers Current	91.53 25500#	Type "L" Crawler	\$5,422.50

REMARKS:

This Tractor has been thoroughly rebuilt in our shop and carries a Standard 60-day warranty against any defects or workmanship. "

\* \* \*

AN ORDINANCE (123)

ACCEPTING BID OF H. W. LEWIS EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH MATERIALS AND LABOR NECESSARY TO OVERHAUL TRACTOR.

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

1. That the bid of H. W. Lewis Equipment Company, of 431 Hoefgen Avenue, San Antonio, Texas, dated June 18, 1943, attached hereto and made a part hereof, to furnish the City of San

Antonio with all materials and labor necessary to haul Allis-Chalmers Model "L" Tractor from Exposition Park to shop and return and overhaul the same, at prices set forth in said bid, be and the same is hereby accepted.

2. PASSED AND APPROVED this 15th day of July, A. D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

- - -

"We propose to haul the above Allis-Chalmers Model "L" Tractor to our shop, and return it to Exposition Park after being rebuilt, for a total of \$20.00. We also propose to furnish our shop equipment and tools, and supervision, at a cost of \$1.75 for experienced mechanic, and \$1.10 for experienced helper per hour. Parts used to be charged at current list price.

After the tractor is dismantled it will be our pleasure to have your representative go over all parts with us, and decide which parts are to be replaced with new parts. Should you award the business to us we will give you good honest workmanship, and will complete the job as soon as consistent."

\* \* \*

APPRO. NO. 71

AN ORDINANCE (124)

APPROPRIATING \$72.00 OUT OF 1943 GENERAL FUND, PAUPER INTERMENT DEPARTMENT, FOR BURIAL OF PAUPERS DURING MONTH OF JUNE, 1943.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$72.00, be and the same is hereby appropriated out of 1943 General Fund, Pauper Interment Department, payable to Castillo Funeral Home, for burial of paupers during the month of June 1943, as per approved bill on file in City Auditor's Office.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 72

AN ORDINANCE (125)

APPROPRIATING \$208.40 OUT OF THE COMMERCE BUILDING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$208.40, be and the same is hereby appropriated out of the 1943 General Fund, for payroll for the period ending July 15, 1943, in the amount of \$208.40

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 73

AN ORDINANCE (126)

APPROPRIATING \$50.00 OUT OF THE ADVERTISING FUND, FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.00, be and the same is hereby appropriated out of the Advertising Fund, for payroll for the period ending July 15, 1943, in the amount of \$50.00.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 74

AN ORDINANCE (127)

APPROPRIATING \$67.50 OUT OF 1943 GENERAL FUND, HEALTH DEPARTMENT, FOR PNEUMO-THORAX ADMINISTERED AT THE TUBERCULOSIS CLINIC, ROBERT B. GREEN HOSPITAL DURING THE MONTH OF JUNE 1943.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$67.50, be and the same is hereby appropriated out of 1943 General Fund, Health Department, payable to Dr. Ballard E. Galloway, for Pneumo-thorax administered at the Tuberculosis Clinic, Robt. B. Green Hospital, during the month of June, 1943, as per bill on file in City Auditor's Office.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 75

AN ORDINANCE (128)

APPROPRIATING \$151.50 OUT OF ADVERTISING FUND IN PAYMENT OF MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$151.50, be and the same is hereby appropriated out of Advertising Fund in payment of materials, supplies, and miscellaneous expenditures, payable as per approved bills on file in the City Auditor's Office.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 76

AN ORDINANCE (129)

APPROPRIATING \$78.98 OUT OF COMMERCE BUILDING FUND IN PAYMENT OF MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$78.98, be and the same is hereby appropriated out of Commerce Building Fund in payment of materials, supplies and miscellaneous expenditures, payable as per approved bills on file in the City Auditor's Office.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 77

AN ORDINANCE (130)

APPROPRIATING \$1,697.56 OUT OF 1943 GENERAL FUND TO PAY FOR TELEPHONE SERVICE.

BE IT ORDAINED By the Commissioners of the City of San Antonio, that, the sum of \$1,697.56, be and the same is hereby appropriated out of 1943 General Fund to pay for telephone service as per bills on file with the City Auditor, payable out of the following Departments:

Public Affairs in General	\$485.29
Taxation Department	74.40
Sanitation, Parks & Public Property	131.07
Streets & Public Improvement	46.84
Fire & Police Departments	959.96
	<hr/>
	\$1,697.56

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 78

AN ORDINANCE (131)

APPROPRIATING \$334.75 OUT OF AIRPORT FUND OF 1941 IN PAYMENT OF MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$334.75, be and the same is appropriated out of Airport Fund of 1941 in payment of materials, supplies and miscellaneous expenditures used in connection with permanent improvements at the new municipal airport as per approved bills on file in the City Auditor's Office.

PASSED AND APPROVED on the 15th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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AN ORDINANCE (132)

GRANTING THE REQUEST OF MAYOR GUS B. MAUERMANN TO BE EXCUSED FROM THE CITY OF SAN ANTONIO FROM JULY 21ST TO JULY 24TH, INCLUSIVE

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

1. That the request of Mayor Gus B. Mauermann to be absent from the City of San Antonio from July 21st, 1943 to July 24th, 1943, both inclusive, be and the same is hereby granted, and Mayor Mauermann is excused by the Commissioners of the City of San Antonio for absence from the City from July 21st, 1943 to July 24th, 1943, both inclusive, on official City business.

PASSED AND APPROVED this 20th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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AN ORDINANCE (133).

AUTHORIZING THE CITY AUDITOR TO EXECUTE ON BEHALF OF THE CITY OF SAN ANTONIO, RELEASE OF STREET WIDENING SPECIAL ASSESSMENT LIEN, AGAINST HENRY L. HALFF.

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

1. That Walter Tatsch, City Auditor, be and he is hereby authorized and directed to execute, on behalf of the City of San Antonio, release of street widening special assessment lien in name of Henry L. Halff, his heirs and assigns, and property on north side of Market Street between St. Mary Street and Navarro Street, in the City of San Antonio, Bexar County, Texas, being evidenced by Street Widening Special Assessment Certificate No. 125 for \$4800.00, said widening benefit assessment having been discharged.

2. PASSED AND APPROVED this 20th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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A RESOLUTION (134)

DIRECTING THE CITY CLERK TO ADVERTISE A PUBLIC HEARING ON THE 7TH DAY OF AUGUST, A. D. 1943, ON THE ANNUAL BUDGET OF THE CITY OF SAN ANTONIO.

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

1. That the City Clerk is directed hereby to advertise a public hearing on the budget of the City of San Antonio, filed heretofore with the City Clerk, for the current fiscal year, which hearing shall be held on the 7th day of August, A. D. 1943, at 10:00 o'clock A. M. in the Council Chamber of the City Hall, in San Antonio, Bexar County, Texas, and any taxpayer of the City of San Antonio shall have the right to be present and participate in such hearing.

2. Public Notice of the hour, date, and place of such hearing shall be given by the publication of this resolution in the SAN ANTONIO EVENING NEWS for three times not less than three days nor more than 10 days before said hearing.

3. PASSED AND APPROVED this 22nd day of July A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 79

AN ORDINANCE (135)

APPROPRIATING \$18,232.49 OUT OF THE VICTORY TAX ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$18,232.49, be, and the same is hereby appropriated out of the Victory Tax Account, payable as follows:

To Collector of Internal Revenue, amount of Victory Tax withheld for the quarter ending June 30, 1943 \$18,232.49

PASSED AND APPROVED on the 22nd day of July, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 80

AN ORDINANCE (136)

APPROPRIATING \$50,006.95 OUT OF 1943 GENERAL FUND TO PAY 1943 GENERAL FUND NOTES NOS. 11 AND 12, AND ACCRUED INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50,000.00, be and the same is hereby appropriated out of 1943 General Fund - Taxes, Licenses, Fines, etc. Account, payable to Frost National Bank of San Antonio, Texas, to pay two (2) Notes Nos. 11 and 12, of the 1943 General Fund Series, \$25,000.00 each, maturing on or before July 1, 1944;

AND, the sum of \$6.95, be and the same is hereby appropriated out of 1943 General Fund - Interest Department to pay accrued interest on 1943 General Fund Notes Nos. 11 and 12.

PASSED AND APPROVED on the 22nd day of July, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 81

AN ORDINANCE (137)

APPROPRIATING THE SUM OF \$15.00 IN PAYMENT TO P. L. WALDECK AND JOYCE WALDECK, FOR CLOTHING LOST AT WOODLAWN SWIMMING POOL.

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

1. That the sum of \$15.00 be and the same is hereby appropriated out of the 1943 General Fund - Recreation Department, in payment to P. L. Waldeck and Joyce Waldeck for clothing belonging to Joyce Waldeck lost at Woodlawn Swimming Pool on June 12th, 1943.

2. Upon execution and delivery of release by P. L. Waldeck and Joyce Waldeck, the Auditor is directed to deliver to them city warrant in the amount of \$15.00, in full accord and satisfaction of claim for the clothing lost.

3. PASSED AND APPROVED this 22nd day of July, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

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## A RESOLUTION (138)

DIRECTING THE CITY CLERK TO ADVERTISE FOR SALE CERTAIN PROPERTY BELONGING TO THE CITY OF SAN ANTONIO, IN NEW CITY BLOCK 449.

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

1. That the City Clerk is directed to advertise for bids for the sale of certain property belonging to the City of San Antonio in New City Block 449, and described in the Tax Assessor's Office as the N. W. 50 feet of Lot 9 or Tract C, at Eighth Street and the River as follows: Bounded on the northwest by Lot No. A-11; on the northeast by Lot No. 10; on the southeast by the southeast part of Lot No. 9; and on the southwest by the northeast bank of the new channel of the San Antonio River.
2. Sealed proposals to purchase said property will be received until 10:00 o'clock A. M., on Thursday, 29 July, 1943, at which time same will be opened in the Council Chamber of the City Hall, in the City of San Antonio, Bexar County, Texas.
3. The City will deliver to the successful bidder a quitclaim deed to said property in the standare form approved by the City Attorney.
4. The City reserves the right to reject any or all bids.
5. Advertisement shall be made by the publication of this Resolution on three separate days in the official newspaper of the City.
6. PASSED AND APPROVED this 22 July, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 82

AN ORDINANCE (139)

APPROPRIATING \$485.30 OUT OF 1943 GENERAL FUND TO PAY FOR ONE CARLOAD OF CEMENT

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$485.30, be and the same is hereby appropriated out of 1943 General Fund, Rivers & Ditches Department, payable to James Donaldson, Inc., for one carload of cement to be used for maintenance and repairs, as per bill on file in the City Auditor's Office.

PASSED AND APPROVED on the 22nd day of July, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett  
City Clerk

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AN ORDINANCE (140)

DENYING THE PETITION FOR THE ANNEXATION OF CERTAIN PROPERTY IN HARLANDALE TO THE CITY OF SAN ANTONIO.

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

1. That the petition of A. O. Sched and others, for the annexation of certain property in Harlandale to the City of San Antonio, be and the same is hereby denied.

PASSED AND APPROVED this 22nd day of July, A. D. 1943.

P. L. Anderson

ATTEST:

Sam C. Bennett, City Clerk

M A Y O R, Pro Tem.

APPRO. NO. 83

## AN ORDINANCE (141)

APPROPRIATING \$1,264.62 OUT OF 1943 GENERAL FUND TO PAY FOR TEAMS  
AND TRUCKS HIRED IN THE VARIOUS DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,264.62 be and the same is hereby appropriated out of 1943 General Fund - Various Departments - to pay for teams and trucks hired for the period beginning July 1, 1943 to and including July 15, 1943 as per approved estimates on file in the City Auditor's Office, payable out of the following Departments:

Public Affairs in General	\$36.00
Sanitation, Parks & Pub. Prop.	586.50
Streets & Public Improvements	642.12
	<hr/>
	\$1,264.62

PASSED AND APPROVED on the 22nd day of July, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

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## A RESOLUTION (142)

GRANTING LEAVE OF ABSENCE TO MAYOR MAUERMANN, COMMISSIONER  
ANDERSON AND COMMISSIONER CALLAGHAN.

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

1. That the request of Mayor Gus B. Mauermann, Commissioner P. L. Anderson and Commissioner Alfred Callaghan to be absent from the City of San Antonio from July 24th, 1943 to July 26th, 1943, both inclusive, be and the same is hereby granted, and Mayor Mauermann, Commissioner Anderson and Commissioner Callaghan are excused by the Commissioners of the City of San Antonio for absence from the City from July 24th, 1943 to July 26th, 1943, both inclusive, on City business.

2. PASSED AND APPROVED this 22nd day of July, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

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## A RESOLUTION (143)

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, 1945.

2. PASSED AND APPROVED this 22nd day of July, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

APPRO. NO. 84

AN ORDINANCE (144)

APPROPRIATING \$39.00 OUT OF 1943 GENERAL FUND FOR U. S. POSTAGE STAMPS

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$39.00, be and the same is hereby appropriated out of 1943 General Fund, Various departments, Payable to Dan J. Quill, Postmaster for U. S. Postage Stamps, as per Purchase orders on file in the City Auditor's Office;

1943 General Fund :

Recreation Department	\$7.00
Street Maintenance Dept.	17.00
Commissioner of Fire & Police	15.00
	<hr/>
	\$39.00

PASSED AND APPROVED on the 22nd day of July, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 85

AN ORDINANCE (145)

APPROPRIATING \$175.00 OUT OF 1943 GENERAL FUND TO PAY RENT FOR CONTROL CENTER AND U. S. EMPLOYMENT SERVICE.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$175.00, be and the same is hereby appropriated out of the funds, and payable to the person or persons, as shown below:

1943 General Fund		
Civilian Defense Dept. - J. H. Savage, Agent	Control Center Rent, July, 1943 -	\$75.00
1943 General Fund		
U. S. Employment Service - Mortgage Loan & Agency Co.	U. S. Employment Service	
	Rent, July 1943	100.00
		<hr/>
		\$175.00

PASSED AND APPROVED on the 22nd day of July 1943

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett  
City Clerk

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AN ORDINANCE 146)

GRANTING THE PETITION OF YGLERIA BAUTISTA BETHANIA CHURCH, FOR EXEMPTION AND CANCELLATION OF CITY TAXES FOR FISCAL YEAR 1943 AND YEARS SUBSEQUENT THERETO, ON LOT 28, BLOCK 6, NEW CITY BLOCK 6131, AT 2403 COMINA STREET, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as Lot 28, Block 6, New City Block 6131, at 2403 Comina Street, in the City of San Antonio, Bexar County, Texas, be and is hereby declared to be of an exempt character, and not subject to taxation, and the petition of Yglesia Bautista Bethania Church, dated July 19, 1943, attached hereto and made a part hereof, for cancellation of City taxes levied upon said property for the fiscal year 1943 and years subsequent thereto, is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1943,

beginning June 1st, 1943, and fiscal years subsequent thereto, said exemption to be effective so long as the said property is used for religious, charitable and school purposes.

2. PASSED AND APPROVED this 23<sup>RD</sup> day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

"San Antonio, Texas, July 19th, 1943

To the Honorable Mayor and Commissioners of the City of San Antonio, Texas.

The following described property was purchased and is owned by Yglesia Bautista Bethania Church, being Lot number Twenty-eight (28), Block number Six (6), New City Block number Sixty-one Hundred Thirty-one (6131), #2403 Comina Street, San Antonio, Texas; September 30th, 1942.

Since March 10th, 1940 this property has been used exclusively as Religious Services yields no revenue, and is owned exclusively and in fee by Yglesia Battista Bethania Church.

Under the law this property is exempt from taxation and petitioner would respectfully ask that same be placed by the City Tax Assessor on the list of Exempt property, commencing with the first day of June 1943 and remain thereon as long as said property is used for the above purpose.

Yglesia Bautista Bethania Church

By /s/ Demetrio Galan

Trustee and Pastor.

Sworn to and subscribed before me this 19th day of July, 1943.

J. E. Diaz

Notary Public, Bexar County, Texas.

Address of Signer:

Rev. Demetrio Galan  
2403 Comina Street  
San Antonio, Texas."

\* \* \*

APPRO. NO. 86

AN ORDINANCE(147)

FIXING THE STATUS AND COMPENSATION OF CAPTAIN FRED LITTLEPAGE.

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

1. That from and after August 1, 1943, Captain Fred Littlepage, of the San Antonio Police Department, shall receive a monthly salary of \$200.00 per month, of which the City of San Antonio shall pay the sum of \$50.00 per month, through the San Antonio Board of Education and the balance of same, to-wit: \$150.00 per month, shall be received from the Texas State Board for Vocational Education and the San Antonio Independent School District, said Captain Littlepage being enrolled as a teacher and instructor of vocational education, to-wit: Police Science; there is hereby appropriated from the 1943 General Fund - Police Department Account, the sum of \$500.00 to apply on said salary from August 1st, 1943 to May 31, 1944, both inclusive, which appropriation shall be paid at the rate of \$50.00 per month to said San Antonio Board of Education for the account of Captain Littlepage.

2. Captain Littlepage shall perform the services of teacher and instructor of Police Science in the training schools of said Police Department for said period.

3. Captain Littlepage shall retain his membership, commission and present grade in said Police Department, and his status shall be otherwise unchanged.

4. PASSED AND APPROVED this 23rd day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 87

AN ORDINANCE (148)

TRANSFERRING \$15,000.00 FROM 1942 GENERAL FUND - TO 1943  
GENERAL FUND

BE IT ORDAINED By the Commissioners of the City of San Antonio, that, the Commissioner of Taxation, as ex-officio City Treasurer and the City Auditor, be and they are hereby directed to transfer or cause to be transferred the sum of \$15,000.00 from 1942 General Fund - Taxes, Licenses, Fines, etc. Account to 1943 General Fund - Taxes, Licenses, Fines, etc. Account.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 88

AN ORDINANCE (149)

APPROPRIATING \$25,011.58 OUT OF 1943 GENERAL FUND TO PAY  
NOTE NO. 13 OF THE 1943 GENERAL FUND SERIES, AND ACCRUED  
INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of 1943 General Fund - Taxes, Licenses, Fines, etc. Account payable to Frost National Bank of San Antonio, Texas, to pay one (1) Note No. 13, of the 1943 General Fund Series, maturing on or before July 1, 1944;

AND, the sum of \$11.58, be and the same is hereby appropriated out of 1943 General Fund - Interest Department to pay accrued interest on 1943 General Fund Note No. 13.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 89

AN ORDINANCE (150)

APPROPRIATING \$255.93, OUT OF 1943 GENERAL FUND TO PAY  
EXCHANGE ON AUGUST 1, 1943 BOND AND INTEREST COUPON  
MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$255.93, be and the same is hereby appropriated out of 1943 General Fund - Exchange Department, payable to Frost National Bank of San Antonio, Texas, to pay exchange on \$204,745.00 Bond and Interest Coupon Maturities due August 1, 1943.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 90

AN ORDINANCE (151)

APPROPRIATING \$204,745.00 OUT OF VARIOUS SINKING FUNDS TO PAY  
AUGUST 1, 1943 BOND AND INTEREST COUPON MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of  
\$204,745.00 be and the same is hereby appropriated to pay Bonds and Interest Coupons maturing  
August 1, 1943 out of the following Sinking Funds:-

Sewer Disposal & Sanitary Sewer Bonds of 1928	\$48,276.25
Street Opening & Widening Bonds of 1928	23,287.50
Street Paving Bonds of 1928	29,370.00
Flood Prevention & Storm Sewer Bonds of 1928	18,906.25
Bridge Bonds of 1928	6,082.50
Police & Fire Building Bonds of 1928	11,143.75
Park Improvement Bonds of 1928	15,525.00
Library Bonds of 1928	18,906.25
Exposition Park Bonds of 1928	9,463.75
Governor's Palace Bonds of 1928	1,765.00
Funding Bonds of 1940	17,597.50
Airport Bonds of 1941	4,383.75
	<hr/>
	\$ 204,707.50
Improvement District No. 12	37.50
	<hr/>
	\$ 204,745.00

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 91

AN ORDINANCE (152)

GRANTING PETITION OF THE INTERSTATE CO. FOR REFUND OF LICENSE  
FEE PAID IN ERROR; AND APPROPRIATING \$12.50.

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

1. That the petition of The Interstate Co., dated June 24, 1943, for refund of fee for  
beer license #4, for sale of beer at 814 Navarro Street, San Antonio, Texas, for the reason  
that said license fee was paid in error, no beer having been sold on said premises since May  
4, 1943, be and the same is hereby granted.

2. That \$12.50 be and the same is hereby appropriated out of the 1943 General Fund -  
Refunds, in payment of said refund to The Interstate Co.

3. PASSED AND APPROVED this 29th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 92

AN ORDINANCE (153)

APPROPRIATING \$110,175.50 OUT OF THE 1943 GENERAL FUND,  
FOR SEMI-MONTHLY AND PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$110,175.50, be and the same is hereby appropriated out of the 1943 General Fund, for semi-monthly and per diem payrolls (estimated) for the period ending July 31, 1943, as follows:

PUBLIC AFFAIRS IN GENERAL	14,000.00
" " " " (Witte)	238.00
TAXATION DEPARTMENT	3,975.00
SANITATION, PARKS & PUBLIC PROPERTY	27,500.00
STREETS & PUBLIC IMPROVEMENTS	14,125.00
FIRE & POLICE DEPARTMENTS	50,000.00
CIVILIAN DEFENSE	337.50
	<hr/>
	\$110,175.50

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 93

AN ORDINANCE (154)

APPROPRIATING \$7.14 OUT OF THE VICTORY TAX ACCOUNT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$7.14, be and the same is hereby appropriated out of the Victory Tax Account, payable as follows:

To Collector of Internal Revenue, amount of Victory Tax withheld for quarter ended June 30th 1943	\$6.24
To City of San Antonio for credit of General Fund of 1943, a refund to adjust an error	.90
	<hr/>
	\$7.14

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 94

AN ORDINANCE (155)

APPROPRIATING \$913.00 TO PAY E. E. HOOD FOR LAND.

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

1. That \$913.00 is appropriated hereby out of the 1943 General Fund - Garbage and Sanitation Department; upon the delivery of a general warranty deed and certificate of title guaranty, the City Auditor is authorized to deliver the warrant to the seller, E. E. Hood, for the land therein specified, and the City Clerk is directed to put said deed on record in the Deed Records of Bexar County and file it in his office.

2. Current taxes, rents, insurance and other charges are to be pro rated as of the date of the delivery of the deed.

3. PASSED AND APPROVED this 29th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett, City Clerk

APPRO. NO. 95

AN ORDINANCE (156)

ACCEPTING BID OF SAN ANTONIO MACHINE & SUPPLY CO. TO FURNISH  
THE CITY OF SAN ANTONIO WITH 3 HYPOCHLORINATORS; AND APPROPRIATING  
\$705.00.

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

1. That the bid of San Antonio Machine & Supply Co., of San Antonio, Texas, dated June 29, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with 3 Hypochlorinators, at a price of \$235.00 each, FOB San Antonio, Texas, be and the same is hereby accepted.

2. That \$705.00 be and the same is hereby appropriated out of the 1943 General Fund - Recreation Department, in payment to San Antonio Machine & Supply Co. for said machinery upon delivery and acceptance of the same by the City.

3. All other bids are hereby rejected.

4. PASSED AND APPROVED this 29th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

<u>"BIDDER</u>	<u>PRICE</u> <u>EACH</u>	<u>DISCOUNT</u>	<u>DELIVERY</u>	<u>REMARKS</u>
San Antonio Machine & Supply Co.	\$235.00	----	2 days with order and Priority	Bidding on Wallace & Tiernan Chlorinators"
	*	*	*	

APPRO. NO. 96

AN ORDINANCE (157)

APPROPRIATING \$1,500.00 OUT OF 1943 GENERAL FUND TO PAY FOR  
TEAMS AND TRUCKS HIRED IN THE VARIOUS DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$1,500.00 be and the same is hereby appropriated out of 1943 General Fund - Various Departments, - to pay for teams and trucks hired for the period beginning July 15, 1943 to and including July 31, 1943 as per approved estimates on file in the City Auditor's Office, payable out of the following departments:

Sanitation, Parks & Public Property	\$700.00
Streets & Public Improvements	800.00
	<u>\$1,500.00</u>

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

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APPRO. NO. 97

AN ORDINANCE (158)

APPROPRIATING \$101.00 OUT OF THE CITY OF SAN ANTONIO EXCAVATION  
TRUST ACCOUNT FOR REFUNDS AND REPAIRS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$101.00 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 July 28, 1943, as follows:

Joe Centeno	Refund	\$6.40
Jessie Gonzales	"	10.00
Martin Bauml	"	12.85
City of San Antonio Repairs		71.75 Total \$101.00

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 98

AN ORDINANCE (159)

TRANSFERRING \$7,000.00 FROM 1943 GENERAL FUND - PARKING  
METER ACCOUNT TO POLICE & FIREMENS' PENSION FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Commissioner of Taxation, as ex-officio City Treasurer and the City Auditor, be and they are hereby directed to transfer or cause to be transferred the sum of \$7,000.00 from 1943 General Fund - Parking Meter account to the Police & Firemen's Pension Fund.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 99

AN ORDINANCE (160)

APPROPRIATING \$335.00 OUT OF 1943 GENERAL FUND TO PAY CITY'S  
SHARE OF GROUP LIFE INSURANCE FOR JULY 1943 COVERING VARIOUS  
EMPLOYEES IN THE POLICE & FIRE DEPARTMENTS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$335.00, ~~be~~ as much thereof as may be necessary, be and the same is hereby appropriated out of 1943 General Fund to pay Aetna Life Insurance Company the City's Share of Group Life Insurance for July 1943, covering various employees in the following departments:

Fire & Police Commissioner	5.00
Police	200.00
Fire	125.00
Fire Alarm	5.00
	<hr/>
Total	\$ 335.00

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 100

AN ORDINANCE (161)

TRANSFERRING \$1,810.73 FROM PARKING METER ACCOUNT TO 1943 GENERAL FUND -  
FOR OPERATION AND MAINTENANCE OF PARKING METERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Commissioner of Taxation, as ex-officio City Treasurer and the City Auditor, be and they are hereby directed to transfer or cause to be transferred the sum of \$1,810.73 from 1943 General Fund - Parking Meter Account to the 1943 General Fund - Proceeds of Notes Account for Operation and Maintenance of Parking Meters for the month of June, 1943.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 101 AN ORDINANCE (162)

APPROPRIATING \$399.84 OUT OF 1943 GENERAL FUND TO DEFRAY EXPENSES OF CAPTAIN FRED P. LITTLEPAGE ON ASSIGNMENT TO POLICE ACADEMY AT WASHINGTON, D. C.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$399.84, be and the same is hereby appropriated out of 1943 General Fund - Police Department, payable to Captain Fred P. Littlepage, of the Police Department of the City of San Antonio, Texas, to re-imburse amount expended by him for necessary expenses on assignment to Police Academy at Washington, D. C., as per itemized sworn statement of expenses on file with the City Auditor.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett,  
City Clerk

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APPRO. NO. 102 AN ORDINANCE (163)

APPROPRIATING \$50.00 OUT OF THE ADVERTISING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$50.00, be and the same is hereby appropriated out of the Advertising Fund, for payroll for the period ending July 31, 1943, in the amount of \$50.00.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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APPRO. NO. 103 AN ORDINANCE (164)

APPROPRIATING \$194.60 OUT OF THE COMMERCE BUILDING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$194.60, be and the same is hereby appropriated out of the 1943 General Fund, for payroll for the period ending July 31, 1943, in the amount of \$194.60.

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

APPRO. NO. 104

## AN ORDINANCE (165)

APPROPRIATING \$364.60 OUT OF 1943 GENERAL FUND TO PAY FOR  
POSTAGE STAMPS, TELEPHONE SERVICES, RECORDING FEES AND  
MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$364.60 be and the same is hereby appropriated out of 1943 General Fund - Various Departments - to pay for postage stamps, telephone services, freight, recording fees and miscellaneous expenditures as per approved invoices on file in the City Auditor's Office, payable out of the following departments:

Public Affairs in General	\$45.72
Sanitation, Parks & Public Property	243.78
Streets & Public Improvements	10.90
Fire & Police	64.20
	<hr/>
Total	\$364.60

PASSED AND APPROVED on the 29th day of July, 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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## AN ORDINANCE (166) •

DIRECTING THE WITHHOLDING OF A TAX UPON THE WAGES OF  
CITY EMPLOYEES, AND REPEALING ALL ORDINANCES IN CONFLICT.

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

1. Beginning the 1st day of July, 1943, the City of San Antonio is required to deduct and withhold a tax upon the wages of all employees.
2. This is a tax of 20 per cent of the excess of each wage payment over the withholding exemption allowable under the Current Tax Payment Act of 1943.
3. The City of San Antonio has elected to withhold specific amounts by the application of the prescribed percentage rate to the amount of wages in excess of the withholding exemption of the Current Tax Payment Act of 1943.
4. The City Treasurer and Auditor at the time of making up the payroll shall transfer the money deducted therefrom under the provisions of this ordinance to a separate account in the Frost National Bank of San Antonio, Texas, where they shall be deposited and designated as a "UNITED STATES GOVT. TAX ACCOUNT". The money accumulated from such withholdings shall be paid by the City Treasurer to the United States, as provided by Current Tax Payment Act of 1943.
5. The provisions of all ordinances or parts of ordinances now in effect relating to payroll procedure of this city inconsistent herewith or with the provisions of the Current Tax Payment Act of 1943 are repealed.

PASSED AND APPROVED this 29th day of July, A. D. 1943.

Gus B. Mauermann  
M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

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## AN ORDINANCE (167) •

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE  
INDENTURE OF LEASE WITH EASTERN AIR LINES, INC. FOR PORTIONS  
OF NEW MUNICIPAL AIRPORT.

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

1. That the Mayor of the City of San Antonio be and he is hereby directed and authorized to execute lease with Eastern Air Lines, Inc., dated May 1, 1943, whereby the City leases unto said Eastern Air Lines, Inc. certain portions of the New Municipal Airport, together with facilities, rights, licenses and privileges on and in connection therewith, for a term commencing on the 1st day of May, 1943 and terminating on the 30th day of April, 1945, on the terms and conditions and for the fees stipulated therein.

2. PASSED AND APPROVED this 29th day of July, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

INDENTURE OF LEASE, made this 1st day of May, 1943, by and between the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas, (hereinafter referred to as "Lessor"), and EASTERN AIR LINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Lessee"),

W I T N E S S E T H :

WHEREAS Lessor is the owner and operator of San Antonio Airport in Bexar County, Texas, and

WHEREAS Lessee is engaged in the business of transporting persons, property and mail by air and Lessor desires to lease and grant, and Lessee desires to hire and obtain, certain premises and facilities on said Airport, together with certain rights, licenses and privileges thereon,

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

ARTICLE 1 - PREMISES

Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, the following premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor known as the San Antonio Airport, as more particularly hereinafter set forth:

(A) Use of Airport. The use by Lessee, its employees, passengers, guests, patrons and invitees (In common with other duly authorized users) of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided for common use at or in connection with said Airport.

(B) Specific Rights at Airport. In addition to all rights elsewhere granted in this agreements, the Lessee shall have the right to use the Airport for the following specific purposes:

(1) The operation of a transportation system by aircraft for the carriage of persons, property and mail, including all activities reasonably necessary to such operation (hereinafter referred to as "air transportation");

(2) The landing, taking off, loading, unloading, repairing, maintaining,

conditioning, servicing, parking or storing of aircraft or other equipment;

(3) The training at the Airport of personnel in the employ of or to be employed by Lessee and the testing of aircraft and other equipment; it being understood that such training and testing shall be incident to use of the Airport in the operation by Lessee of its air transportation system;

(4) The sale, disposal or exchange of Lessee's aircraft, engines, accessories, gasoline, oil, greases, lubricants and other equipment, fuel and supplies; provided that this subsection shall not be construed as authorizing the conduct of a separate regular business by Lessee, but as permitting Lessee to enter into such transactions as incidents of its operation of an air transportation system, and specifically as permitting the sale or disposal of any article or goods used by, or bought for use by, the Lessee in connection with its operation of an air transportation system;

(5) The servicing by Lessee or its suppliers, at convenient locations, of aircraft and other equipment, by truck or otherwise, with gasoline, oil, greases and any other fuel or other supplies required by Lessee; such right shall include, without limiting the generality hereof, the right to erect or install and maintain on said Airport adequate storage facilities for such gasoline, oil, greases and other fuel or supplies, at convenient locations, in accordance with insurance underwriters' standards, together with the necessary pipes, pumps, motors, filters and other appurtenances incidental to the use thereof; such structures and appurtenances to be and remain the severable property of Lessee;

(6) The loading and unloading of persons, property and mail at said Airport by such motor vehicles or other means of conveyance as Lessee may desire or require in the operation of its air transportation system, with the right to designate the particular carrier or carriers who shall or may regularly transport Lessee's passengers and cargo to and from the Airport;

(7) The purchase at said Airport of Lessee's requirements of gasoline, fuel, lubricating oil, grease, food and other passenger supplies, and any other materials and supplies from any person or company of Lessee's choice, and the making of agreements with any person or company of Lessee's choice for work to be done for Lessee;

(8) The installation and operation of identifying signs on the leased premises, the general type and design of such signs to be subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld;

(9) The installation, maintenance and operation of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased and said Airport as may be necessary or convenient in the opinion of the Lessee for its operations; provided that the location of such equipment and facilities as might interfere with full and proper use of the Airport shall be subject to the approval of the Airport Manager, such approval not to be arbitrarily withheld;

(C) Exclusive Space. The exclusive use of 552-1/2 square feet of space in the northwest portion of the east leanto of Hangar No. 1 (the present Administration Building), the same being the ticket counter and space north thereof, the exclusive use of 1208-1/2 square feet of space in the south end of the west leanto of Hangar No. 1, including the fireproof oil storage room in south end of Hangar No. 1, and the exclusive use of the south half of Hangar No. 1 of 10676 square feet of space, all for such uses as Lessee may desire to make thereof in connection with or incidental to its operation of an air transportation system. The Lessee shall have the right and option at any time and from time to time during the term hereof and of any extension, or renewal, to lease, for the exclusive use of itself or of any air transport

company subsidiary to or affiliated with it, any additional space at the Airport not necessary to the Lessor's operation of the Airport and at the time not leased to others, whether such space is adjacent to the space leased hereunder or otherwise, together with any or all rights, facilities, licenses and privileges appurtenant to such space and to the Airport, upon the same general terms and conditions as are herein established.

(D) Parking Space. The use by Lessee, its employees and its passengers (including persons calling for and delivering passengers), in common only with the other air transport operators who may be lessees of space at the Airport and their employees and passengers, of adequate vehicular parking space located as near as possible to said Administration Building, without charge to Lessee or to said employees or passengers.

(E) Right of Access, Ingress and Egress. The full and unrestricted rights of access, ingress and egress with respect to the premises outlined in (A) to (D), above, for Lessee, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service, its or their aircraft, equipment vehicles, machinery and other property, without charge to Lessee, or to said persons or property.

#### ARTICLE II - TERM

Lessee shall have and hold said premises, facilities, rights, licenses and privileges set forth in paragraphs (A) to (E), inclusive, of Article I for a term commencing on the first day of May, 1943, and terminating at the end of the 30th day of April, 1945, unless sooner terminated as hereinafter provided.

#### ARTICLE III - QUIET ENJOYMENT

Lessor represents that it has the right to lease said property and appurtenances together with all the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this lease in respect thereof; and covenants that upon performance of the agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy said premises, appurtenances, facilities, rights, licenses and privileges.

#### ARTICLE IV - DEVELOPMENT, MAINTENANCE AND OPERATION OF AIRPORT.

Lessor agrees that it will develop and improve, and at all times maintain and operate with adequate and efficient personnel and keep in good repair said Airport and Hangar No. 1 and leantos, and the appurtenances, facilities and services now or hereafter connected therewith, and keep said Airport and its approaches free from obstruction, congestion and interference for the safe, convenient and proper use thereof by Lessee, and will maintain and operate said Airport so as to entitle it to the approved rating by the Civil Aeronautics Authority and all other appropriate regulatory authorities in respect to all present and future operations of Lessee.

It is expressly understood that the Lessor will keep the public space in the Administration Building attractively furnished, and will provide and supply adequate light, electricity and water for the public space in the Administration Building; heat during cold weather sufficient to keep all parts of the building at a reasonable temperature; such personnel as may be necessary to facilitate the use of the Airport and Hangar No. 1 and leantos and the appurtenances, facilities and services as aforesaid by any one hereunder entitled to use the same; Lessee to pay for electric current and gas used in its own exclusive spaces, and to furnish janitor service in respect to the public space and its exclusive spaces in the Administration Building.

ARTICLE V - SPACE FOR GOVERNMENT AGENCIES

The Lessor covenants and agrees that if it should furnish space and facilities for the use of the Civil Aeronautics Authority, or to other governmental agencies requiring space at said Airport, such space and facilities shall be furnished without charge to the Lessee; and Lessor agrees that if the Post Office Department should require space and facilities at the Airport such space and facilities will be furnished without charge to the Lessee.

ARTICLE VI - RULES AND REGULATIONS

Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated and enforced by Lessor for operation at said Airport.

ARTICLE VII - RENTALS AND FEES.

Lessee agrees to pay Lessor for the use of all the premises, facilities, rights, licenses and privileges granted hereunder, the following rentals, fees and charges:

1. A monthly charge computed on the number of Lessee's daily flight schedules at said Airport during the month for which the charge is made, as follows:

For the first daily flight schedule -	\$125.00
For the second daily flight schedule -	75.00
For the third daily flight schedule -	62.50
For each of the fourth and fifth daily flight schedules -	50.00
For each additional daily flight schedules -	35.00

For purposes of this computation a "daily flight schedule" shall consist of one scheduled land and one scheduled take-off per day throughout the month. The daily flight schedules at said Airport during each month as shown by Lessee's time-table in effect on the first business day of such month shall be conclusive in determining the total amount of the charge for that month, irrespective of the actual number of arrivals or airplane landings occurring during such month, schedule changes made during such month, extra section flown, or courtesy, test, inspection, instruction, training, charter, sight-seeing, ferry or other flights. Scheduled flights operated to, on or from said Airport by any air transport company subsidiary to or affiliated with the Lessee shall be charged for by the Lessor as if operated by Lessee.

2. A charge of eight cents (8¢) per square foot per month for Lessee's exclusive floor space in the northwest portion of the east leanto of Hangar No. 1 (the present Administration Building). (552-1/2 square feet at 8¢ - \$44.20).

3. A charge of three cents (3¢) per square foot per month for Lessee's exclusive floor space in the south end of the west leanto of Hangar No. 1. (1208-1/2 square feet at 3¢ - \$36.25).

4. A charge of two cents (2¢) per square foot per month for Lessee's exclusive floor space in the south half of Hangar No. 1 (apart from the leantos), (10676 square feet at 2¢ - \$213.52).

5. A rental for the space occupied by the storage facilities and appurtenances described in Article I (B) (5) hereof, computed at the rate of one cent (1¢) per gallon for all gasoline up to and including 10,000 gallons, and one-fourth (1/4¢) cent per gallon for all gasoline over 10,000 gallons, which Lessee may place in its aircraft at said Airport during each month.

The foregoing payments shall be made on or before the 15th day of the calendar month next

succeeding that for which payment is being made; provided that in no case will said amount be payable until ten (10) days after receipt by the Lessee of a written bill therefor from the Lessor; and provided that the Lessee shall not be required to pay in respect to any time or times during which the facilities and privileges of said Airport and premises do not measure up or conform to the standard set in this agreement, or are not for other reasons usable by the Lessee in all its said operations and business.

ARTICLE VIII - NO FURTHER CHARGES, FEES OR TAXES

No rentals, fees, license, excise or operating taxes, tolls or other charges, except those herein expressly provided, shall be charged against or collected from, directly or indirectly, the Lessee or any other persons for the privileges of buying, selling, using, storing, withdrawing, handling, consuming or transporting materials or other supplies to, from or on the Airport; of making or performing agreements for work, materials or services at the Airport; of transporting, loading, unloading or handling persons, property or mail to, from or on said Airport; or for any other of the premises, facilities, rights, licenses and privileges granted in this lease.

This provision is not to limit the right of Lessor to license or tax in a general or non-discriminatory way any office or business operation located or conducted outside the boundaries of the Airport and within the corporate limits of Lessor; and is not to limit Lessor's right to impose general and non-discriminatory ad valorem taxation on personal or real property having a taxable situs within the corporate limits of Lessor.

ARTICLE IX - DAMAGE OR DESTRUCTION  
OF LEASED PREMISES

If any property, part or all of which is leased to Lessee, shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the Lessor at its own cost and expense; if the damage shall be so extensive as to render part or all of such premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired with due diligence by the Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease as to the untenable premises until such time as they shall be in order; and in case such property or any part thereof is completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, at the option of the Lessee wither (1) said premises shall be repaired or reconstructed with due diligence by the Lessor at its own cost and expense and the rent payable hereunder for the destroyed premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be put in order; or (2) within ninety (90) days after the time of such damage or destruction and before the said premises shall be put in order and before contract for repair or reconstruction thereof has been signed, the Lessee shall give the Lessor notice of its intention to cancel this lease, or the portion thereof relating to such property, in which case this lease in its entirety, or the portion thereof relating to such property, shall forthwith cease and determine.

ARTICLE X - CANCELLATION BY LESSOR

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act,

or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of, or be prevented by any final action of any Federal or State authority from conducting and operating, its transportation system for the carriage of persons, property and mail by aircraft at the Airport, or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of the Lessee to be performed, kept or observed, the Lessor may give the Lessee notice in writing to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by the Lessee, the Lessee may, after the lapse of said thirty (30) day period and prior to the correction of or curing of such condition or default, terminate this lease by a twenty (20) day written notice; and the term hereby demised shall thereupon cease and expire at the end of such twenty (20) days in the same manner and to the same effect as if it were the expiration of the original term.

The acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of Lessor to cancel this lease for such default. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver of any subsequent default.

#### ARTICLE XI - CANCELLATION BY LESSEE

Lessee, in addition to any right of cancellation or any other right herein given to Lessee, may at its option either cancel this lease in its entirety or terminate all or any of its obligations hereunder, or suspend the operation of this lease, or first suspend and later cancel this lease, by thirty (30) days' written notice, upon or after the happening of any one of the following events:

(A) The termination of Lessee's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States air mail to, from or through San Antonio, Texas;

(B) The failure or refusal by the Post Office Department, or any other competent governmental authority, to designate the said Airport as the terminal point for San Antonio, Texas, for the receiving and dispatching of United States air mail; or the withdrawal of such designation by any such governmental agency;

(C) Any failure or refusal by the Civil Aeronautics Authority to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire so to operate;

(D) The breach by Lessor of any of the covenants or agreements herein contained and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such breach;

(E) The inability of Lessee to use said premises and facilities continuing for a longer period than thirty (30) days whether due to any law or order, rule or regulation of any appropriate governmental authority having jurisdiction over the premises or the operations of Lessee or due to war, earthquake or other casualty.

In the event of suspension of this lease without its later cancellation, this lease shall again become effective upon written notice by either party to the other that the condition which caused such suspension has been eliminated, if such condition has in fact been eliminated.

Lessee's continuing to perform under this agreement for any period or periods after a

default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor shall not be deemed a waiver of any right on the part of Lessee to cancel or suspend this lease for such default. No waiver of default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessor shall be construed to be or act as a waiver by Lessee of any subsequent default.

ARTICLE XII - SURRENDER OF POSSESSION.

Lessee agrees to yield and deliver to Lessor possession of the premises exclusively leased herein at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty, and Lessee shall have the right at any time during said term, or any renewal or extension hereof, and for ninety (90) days after the termination hereof, to remove any buildings, structures, or facilities it may erect or install on the premises and to remove all fixtures and equipment and other property installed or placed by it at its expense, in, on or about the premises herein leased; subject, however, to any valid lien which Lessor may have thereon for unpaid rents or fees; provided that Lessee shall offer reasonable compensation to owners of any property rightfully on the premises which may be substantially injured or destroyed by such removal.

ARTICLE XIII - ASSIGNMENT OF LEASE

Lessee shall not at any time assign this lease or any part thereof without the consent in writing of Lessor; provided, however, that without such consent Lessee may assign this lease to any corporation with which the Lessee may merge or consolidate or which may succeed to the business of the Lessee, or may sublet any of the space leased exclusively to the Lessee hereunder.

ARTICLE XIV - INDEMNIFICATION

The Lessee, under the terms of this agreement, will not be in control or possession of said Airport (except as to the parts thereof leased exclusively to Lessee), and Lessee does not assume responsibility for the conduct or operation of the said Airport or for the physical or other conditions of the same. However, it is expressly understood and agreed by and between the parties hereto that the Lessee is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the Lessor shall in no way be responsible therefor. It is further agreed that in its use and enjoyment of the field, premises and facilities herein referred to, the Lessee will indemnify and save harmless the Lessor from any and all claims or losses that may proximately result to the Lessor from any negligence on the part of the Lessee, its duly authorized agents or representatives, and shall in all ways hold the Lessor harmless from same, provided the Lessor shall give to the Lessee prompt notice of any claim, damage or loss, or action in respect thereto, and an opportunity seasonably to investigate and defend against any claim or action based upon alleged negligent conduct of the Lessee or its duly authorized agents or representatives.

ARTICLE XV - NOTICES

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Airport Manager, San Antonio Airport, San Antonio, Texas, and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to Lessee, Eastern Air Lines Building, 10 Rockefeller Plaza, New York, New York, or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE XVI - COVENENT NOT TO GRANT MORE FAVORABLE TERMS

Lessor covenants and agrees not to enter into any lease, contract or agreement with any other air transport operator with respect to the Airport containing more favorable terms than this lease or to grant to any other air transport operator, rights, privileges or concessions with respect to the said Airport which are not accorded to the Lessee hereunder unless the same terms, rights, privileges and concessions are concurrently made available to the Lessee.

ARTICLE XVII - CIVIL AERONAUTICS AUTHORITY

Whenever the term "Civil Aeronautics Authority" is used in this lease, it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other agency or agencies of the Federal Government having from time to time similar jurisdiction over the Lessee or its business.

ARTICLE XVIII - VENUE

This contract is performable exclusively in Bexar County, Texas, and venue for any suits shall be in any of the courts of Bexar County, Texas.

ARTICLE XIX - HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this lease.

ARTICLE XX - INVALID PROVISION

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

CITY OF SAN ANTONIO

By Gus B. Mauermann

M A Y O R

LESSOR

ATTEST:

Sam C. Bennett

City Clerk

EASTERN AIR LINES, INC.

BY Paul Brattain

Vice-President

ATTEST:

J. W. Moore

Asst. Secretary

\* \* \*

## AN ORDINANCE (168) .

ACCEPTING THE OFFER OF THE UNIVERSAL BOOK BINDERY, INCORPORATED,  
TO BUY LAND IN NEW CITY BLOCK 449.

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

1. That the attached offer of the Universal Book Bindery, Incorporated, to pay \$250.00 for a tract of land in New City Block 449, be accepted, in accordance with the stipulations thereof.
2. The Mayor is authorized and directed to sign a City standard form quitclaim deed to this property to be delivered upon the payment of \$250.00.
3. PASSED AND APPROVED this 5th day of August, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

\* \* \*

## AN ORDINANCE (169) .

AMENDING THE CONTRACT WITH H. R. F. HELLAND, ET AL, FOR  
ENGINEERING SERVICES AT THE SAN ANTONIO SEWAGE TREATMENT  
PLANT.

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

1. That this ordinance shall make and manifest the agreement between the City of San Antonio with H. R. F. Helland, J. W. Beretta Engineers, Incorporated, Matthews & Keenan and F. T. Drought, Associates, to amend the contract of employment for engineering services for the construction of additions and improvements to the San Antonio Sewage Treatment Plant, PWA Project 41-401, by the deletion of the paragraph of the 5th of February, 1943, as follows:

"It is understood that the City of San Antonio will not be liable for nor called upon to pay the aforesaid engineers' fee of \$5,000.00, or any part thereof, until the City has received the entire Federal appropriation, and the construction of the project started or completed."

2. In consideration of this indulgence and the change in said contract, it is agreed by the Engineers that all other contracts, if any, between the Engineers and the City of San Antonio with reference to services in connection with the Sewage System of the City of San Antonio, be and are hereby cancelled and liquidated.

3. This amendment shall be accepted by the signatures of all the parties hereto and the signatures of any other parties who are interest with the signers hereof in any other contract with the City, and upon the filing of such acceptance, the Auditor shall be authorized to pay the estimate for \$2750.00 filed with him in connection with this contract.

4. PASSED AND APPROVED this 5th day of August, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett  
City Clerk

\* \* \*

APPRO. NO. 105

## AN ORDINANCE (170)

APPROPRIATING \$68.50 OUT OF 1943 GENERAL FUND FOR AWNINGS  
REPAIRED AT SEWAGE PLANT.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$68.50,