

the place of other low wattage bulbs if the window openings in such rooms are equipped with window shades made of good material, and such shades are pulled down in such a manner as to cover the entire window openings. In operating rooms, the usual amount of strong lights may be burned, provided the windows, skylights or other light openings are completely covered by heavy black cloth drapes or other material which will completely exclude the passage of light to the exterior.

24. Any person found guilty of the violation of any part or provision of this ordinance shall, upon conviction thereof, be fined not more than \$200.00 and each and every violation hereof shall be a separate offense.

25. If any clause or section, sentence or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the courts, such decision or decisions shall not affect the validity or constitutionality of the remaining portions of this ordinance; and the Commissioners of the City of San Antonio hereby declare that they would have passed this ordinance and each section, sentence, clause or phrase hereof irrespective of the fact that any one or more of the other sections, sentences, clauses or phrases be declared invalid or unconstitutional.

26. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

27. PASSED AND APPROVED this 28th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

- - -
AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared _____
Pauline Smith _____, who being by me duly sworn, says on oath that he is one of the
Bookkeeper _____ of the San Antonio Light, a newspaper of general cir-
culation in the City of San Antonio, in the State and County aforesaid, and that the
Ordinance hereto attached has been published in every issue of said newspaper on the following
days, to-wit:

/s/ Pauline Smith

Sworn to and subscribed before me this 16th day of _____ June _____, 1942.

/s/ J. D. Massey
Notary Public in and for Bexar County,
Texas

OK-5
AN ORDINANCE (1331)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE
SURVEY AND EXPLORATION PERMIT IN FAVOR OF THE UNITED STATES
OF AMERICA COVERING A TRACT OF LAND, SITUATE IN BEXAR COUNTY,
TEXAS AND BEING A PART OF THE 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 authorized and directed to execute a Survey and Exploration Permit in favor of the United States of America covering a tract of land, situate in Bexar County, Texas and being a part of the New Municipal Airport, copy of form of said Survey and Exploration Permit being attached hereto and made a part hereof.

2. PASSED AND APPROVED this 3rd day of June, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

STATE OF TEXAS,

SURVEY & EXPLORATION PERMIT

COUNTY OF BEXAR.

IN CONSIDERATION of the sum of One Dollar(\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, hereinafter called the "Owner", grants to the United States of America, hereinafter called the "Government", a survey and exploration permit upon the following terms and conditions:

1. The owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of three (3) months from the date of this instrument, in order to survey and carry out such other exploratory work as may be necessary in connection with the property, and for the further purpose of engaging in construction work, pending execution and delivery of formal lease covering land hereinafter described.

2. This license includes the right of ingress and egress on other lands of the licensor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other properties placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this license.

4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this license.

5. The licensor hereby waives and releases any and all claims for damages arising from the activity or inactivity of the Government, its officers, agents, employees, representatives or assigns on said land, in the reasonable exercise of this license.

6. The land affected by this permit is located in the State of Texas, County of Bexar, and is described as follows:

BEGINNING at a point, the intersection of an offset line 475 feet northwardly from and parallel to the center line of Runway 5-14 and an offset line 475 feet eastwardly from and parallel to the center line of Runway 1-8 as shown on the original plans of the Airport;

THENCE south $4^{\circ} 36' 24''$ E., a distance of 2,297.33 feet to a point in the northeast edge of the concrete pavement on Runway 4-11;

THENCE S. $48^{\circ} 18'$ E., a distance of 144.79 feet with the said northeast edge of the concrete pavement on Runway 4-11 to a point in same;

THENCE N. $4^{\circ} 36' 24''$ W., a distance of 2,402.04 feet to a point in the said offset line 475 feet northwardly from and parallel to Runway 5-14;

THENCE N. $86^{\circ} 43' 06''$ E., a distance of 1,866.82 feet with the said offset line 475 feet northwardly from and parallel to the center line of Runway 5-14 to a point in said line;

THENCE S $71^{\circ} 38' 54''$ E., a distance of 417.81 feet to a point in the northwest edge of the

concrete pavement on Runway 9-16;

THENCE N. $40^{\circ} 50' 42''$ E., a distance of 108.23 feet with and in the line of the said northwest edge of the concrete pavement on Runway 9-16 extended, to a point in said line;

THENCE N. $71^{\circ} 38' 54''$ W., a distance of 405.88 feet to a point in an offset line 475 feet northwestwardly from and parallel to the center line of Runway 9-16;

THENCE N. $40^{\circ} 50' 42''$ E., a distance of 1,864.69 feet to a point in the northeast property line of the said Airport Site, the same being the southwest property of the Bitters Road;

THENCE N. $50^{\circ} 11' 00''$ W., a distance of 525.11 feet with the said northeast property line of the Airport Site, to a point in said line, said point being on the north side of the channel of Salado Creek;

THENCE S. $46^{\circ} 41' 54''$ W., a distance of 860.61 feet to a point on top of the south bank of Salado Creek;

THENCE N. $83^{\circ} 00' 30''$ W., a distance of 485.45 feet along the top of the south bank of Salado Creek;

THENCE N. $30^{\circ} 20' 06''$ W., a distance of 1,119.50 feet to a point northeast of Salado Creek;

THENCE S. $86^{\circ} 41' 42''$ W., a distance of 2,662.82 feet to a point;

THENCE S. $86^{\circ} 27' 42''$ W., a distance of 220.38 feet to a point;

THENCE N. $3^{\circ} 18' 33''$ W., a distance of 948.47 feet to a point;

THENCE N. $48^{\circ} 36' 30''$ W., a distance of 571.31 feet to a point in a fence line the southeast property line of the J. H. deKunder 43.49 acre tract and a portion of the northwest property line of the Airport Site;

THENCE S. $41^{\circ} 47' 16''$ W., a distance of 418.95 feet with the said fence line along the southeast property line of the J. H. deKunder 43.49 acre tract to the south corner of said tract and the east corner of the M. J. McKeon 31.47 acre tract;

THENCE S. $32^{\circ} 23' 58''$ W., a distance of 1,319.50 feet with the southeast property line of the M. K. McKeon 31.47 acre tract and a portion of the northwest boundary of the Airport Site, to the south corner of the said M. J. McKeon tract;

THENCE N. $48^{\circ} 24' 32''$ W., a distance of 878.65 feet with the southwest fence line of the said M. J. McKeon 31.47 acre tract and along a portion of the northwest boundary of the Airport site, to a point in said fence line, the east corner of the R. C. Smith 0.90 acre tract extended, a distance of 413.75 feet to a point in an offset line 175 feet northeastwardly from and parallel to the center line of Runway 3-12;

THENCE S. $42^{\circ} 44' 54''$ W., with the southeast property line of the said R. C. Smith 0.90 acre tract extended, a distance of 413.75 feet to a point in an offset line 175 feet northeastwardly from and parallel to the center line of Runway 3-12;

THENCE S. $48^{\circ} 20' 08''$ E., a distance of 1,116.91 feet with the said offset line 175 feet northeastwardly from and parallel to the centerline of Runway 3-12 to a point;

THENCE S. $71^{\circ} 35' 12''$ E., a distance of 1,209.49 feet to a point;

THENCE S. $78^{\circ} 39' 24''$ W., a distance of 1,886.09 feet to a point in the extended line of the northeast edge of the concrete pavement of Runway 4-11;

THENCE S. $48^{\circ} 18' 00''$ E., a distance of 125.17 feet with the said line to a point in the east edge of the said concrete pavement on Runway 4-11;

THENCE N. $78^{\circ} 39' 24''$ E., a distance of 1,986.78 to a point;

THENCE C. $71^{\circ} 35' 12''$ E., a distance of 96.01 feet to a point the center of the storm drain manhole at the south intersection of Runway 17-18 and 2-7;

THENCE N. $74^{\circ} 13' 20''$ E., a distance of 156.69 feet to a point in the east edge of the concrete pavement on Runway 2-7;

THENCE S. $57^{\circ} 47' 36''$ E., a distance of 1,351.82 feet to a point in the said offset line

475 feet eastwardly from and parallel to the center line of Runway 1-8;

THENCE S. 3° 17' 24" E., a distance of 642.12 feet with the said offset line 475 feet eastwardly from and parallel to the center line of Runway 1-8 to the point of beginning.

All of this tract of land lies within the boundaries of the San Antonio Municipal Airport Site within the area bounded on the southwest by the North Loop Road, on the southeast by the Wetmore Road, on the northeast by Bitters Road, and on the northwest by the Jones-Maltsberger Road, in Bexar County, Texas, approximately nine miles north from the center of the City of San Antonio.

The above described tract of land out of the San Antonio Municipal Airport Site; contains within its metes and bounds 240.64 acres of land more or less.

7. That the Government will install, operate and maintain a complete field lighting system for the entire Airport, in accordance with A.N.C. regulations, exclusive of the civil building area.

8. That the Government will install, sewage disposal system on said leased land and will permit the City of San Antonio to make the necessary connections for disposal of sewage from its said Airport free of charge or expense to the City.

9. That the City of San Antonio shall have the right to use water from water well located in Gravel Pit in Salado Creek bed; and the City further reserves the right and title to all of the gravel in the leased area, removal of same by the City to be at the consent of the Commanding Officer of the Air Support Base located on the leased premises.

10. WITNESS the hand of C. K. Quin, Mayor of the City of San Antonio affixed thereto, this 3rd day of June, A.D. 1942.

CITY OF SAN ANTONIO

BY C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

OK-6
- - -
AN ORDINANCE (1337)

GRANTING THE REQUEST OF MAIN AVENUE BAPTIST CHURCH OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON LOTS 7 & 8, BLOCK 8, NEW CITY BLOCK 794, SITUATED 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 Lots 7 & 8, Block 8, New City Block 794, situated in the City of San Antonio, in the County of Bexar and State of Texas, and owned, held and used by the Main Avenue Baptist Church of San Antonio, Texas, be and is hereby declared exempted from taxation, and the petition of Rev. R. E. White, Trustee for said Church, dated the first day of July, 1941 praying for exemption of this property from taxation is hereby granted.

2. That the above described property is hereby exempted from taxation for the fiscal year 1941 and the fiscal years subsequent thereto, so long as it is used and held for religious or charitable purposes.

3. PASSED AND APPROVED this 4th day of June, A. D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

- - -
AN ORDINANCE (1338)

OK-7

AUTHORIZING THE MAYOR TO EXECUTE A QUIT-CLAIM DEED TO ABANDONED RIGHT-OF-WAY TO AMERICAN REALTY COMPANY.

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 authorized to execute a quit claim deed on the following described property, to-wit:

The East 7.5 feet of Lot 12, Block 10, New City Block 3415, and the East 7.5 feet of Lot 26, Block 5, New City Block 3410, situate within the corporate limits of the City of San Antonio, in the County of Bexar and State of Texas;

for the sum of One Dollar (\$1.00) and other valuable considerations, to the American Realty Company; said strips having been previously obtained by the City for One Dollar (\$1.00) and other valuable considerations for the purpose of constructing a drainage ditch, canal and storm sewer, which has never been consummated, portions of said right-of-way on adjoining and contiguous property having been filled in, sold and otherwise disposed of so that the original purpose cannot be fulfilled.

2. PASSED AND APPROVED this 4th, day of June, A. D. 1942.

C. K. Quin

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

OK-8

AN ORDINANCE (1339)

GRANTING THE PETITION OF HOME MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON LOTS 1 AND 2, IN BLOCK A-34, NEW CITY BLOCK 6147, 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 Lots 1 and 2, in Block A-34, New City Block 6147, being 1225 South Zarzamora Street in the City of San Antonio, Bexar County, Texas, used by the Home Mission Board of the Southern Baptist Convention as a Mission Station, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the Home Mission Board of the Southern Baptist Convention, dated April 1942, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 4th day of June, A. D. 1942.

C. K. Quin

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

OK-9

AN ORDINANCE (1340)

GRANTING THE PETITION OF GRACE CHURCH OF THE NAZARENE, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1942 AND YEARS SUBSEQUENT THERETO ON PARTS OF LOTS 1, 2, 3 AND EAST HALF OF LOT 4, IN BLOCK 35, NEW CITY BLOCK 1633, 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 Parts of Lots 1, 2, 3 and East Half of Lot 4, in Block 35, New City Block 1633, being 738 to 746 Denver Boulevard, in the City of San Antonio, Bexar County, Texas, used by Grace Church of the Nazarene as a church, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the Grace Church of the Nazarene, of San Antonio, Texas, dated May 11, 1942, for cancellation of taxes levied upon said property for the fiscal year 1942 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1942 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 4th day of June, A. D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

OK-10

AN ORDINANCE (1341)

GRANTING THE PETITION OF NORTH SIDE BAPTIST CHHHCH, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON LOTS 11, 12 AND 13, BLOCK 43, NEW CITY BLOCK 8466, 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 Lots 11, 12 and 13, Block 43, New City Block 8466, on West Avenue at Fresno Street, in the City of San Antonio, Bexar County, Texas, owned and used by North Side Baptist Church, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the North Side Baptist Church, dated April 29, 1942, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 4th day of June, A. D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

OK-11

AN ORDINANCE (1342)

GRANTING THE PETITION OF SAN ANTONIO GOSPEL TABERNACLE, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1931 AND YEARS SUBSEQUENT THERETO ON LOTS 13 TO 18 INCLUSIVE, BLOCK 13, NEW CITY BLOCK 6520, 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 Lots 13 to 18, inclusive, Block 13, New City Block 6520, being 200 Hampshire Avenue, in the City of San Antonio, Bexar County, Texas, used by San Antonio Gospel Tabernacle as a church and parsonage, be and is hereby declared to be of an exempt character and not subject to taxation, and the petition of the San Antonio Gospel Tabernacle, of San Antonio, Texas, dated April 22, 1942, for cancellation of taxes levied upon said property for the fiscal years 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940 and 1941, is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1931 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 4th day of June, A. D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

OK-12

AN ORDINANCE (1343)

ACCEPTING PROPOSAL OF FROST NATIONAL BANK, AND DESIGNATING IT AS GENERAL DEPOSITORY AND SPECIAL DEPOSITORY OF THE CITY AND AS FISCAL AGENT FOR THE CITY: AND CREATING THE CONTRACT WITH SAID BANK TO FINANCE THE CITY FOR THE FISCAL YEAR 1942.

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

1. That the proposal of Frost National Bank of San Antonio, Texas, dated the 4th day of

FROST NATIONAL BANK

San Antonio, Texas

June 4, 1942.

EXHIBIT "A"

TO THE HONORABLE MAYOR AND COMMISSIONERS
OF THE CITY OF SAN ANTONIO, TEXAS:

Gentlemen:

The undersigned, Frost National Bank of San Antonio, Texas, submits this proposal to act as depository of the funds of the City of San Antonio, Texas, for the current fiscal year beginning June 1, 1942, and ending May 31, 1943.

1. The said Bank agrees to pay interest on such portion of said funds as the City of San Antonio, Texas, may from time to time, designate as "Time Deposits, Open Account", as follows, to-wit:

A. At the rate of (.75) $\frac{3}{4}$ of 1 per cent per annum compounded quarterly on any such deposits having a maturity date of not less than thirty (30) days after the date of the deposit.

B. At the rate of (.75) $\frac{3}{4}$ of one per cent per annum compounded quarterly on any such deposits having a maturity date of not less than ninety (90) days after the date of the deposit.

"Time Deposits, Open Account" is defined by the Board of Governors of the Federal Reserve System as follows:

"Time Deposits, open account - The term 'time deposit, open account' means a deposit, other than a 'time certificate of deposit' or a 'savings deposit', with respect to which there is in force a written contract with the depositor that neither the whole nor any part of such deposit may be withdrawn, by check or otherwise, prior to the date of maturity, which shall be not less than 30 days after the date of the deposit, or prior to the expiration of the period of notice which must be given by the depositor in writing not less than 30 days in advance of withdrawal."

2. The said Bank to be designated by the City of San Antonio as general depository and as special depository of said funds eligible to receive all general and special deposits of said City, and to be designated as the fiscal agent for said City.

3. The said Bank proposes to secure the funds deposited with it by pledge, at its option, of legally issued notes of the City of San Antonio and/or of other valid securities.

4. This proposal is submitted subject to acceptance by the City and to the enactment of the necessary valid ordinance or ordinances covering such acceptance drawn in form satisfactory to the Bank.

The above proposal to act as depository of the funds of the City of San Antonio for the current fiscal year beginning June 1, 1942, and ending May 31, 1943, is made conditioned upon the acceptance by the City of San Antonio of the proposal of the Frost National Bank of San Antonio to make loans to the City of San Antonio for the use of the City in anticipation of

the receipt of the taxes and current revenues of the City for the fiscal year beginning June 1, 1942, and ending May 31, 1943, which proposal is as follows:

5. Provided that the proposal of the Frost National Bank of San Antonio, Texas, for depository contract, hereinabove set out, is accepted, the said Bank offers to make loans to the City of San Antonio for the use of the City in anticipation of the receipt of taxes levied for the current fiscal year beginning June 1, 1942, and ending May 31, 1943, and the current revenue of said fiscal year as provided by the Charter of the City of San Antonio, and such other revenues as may be properly and legally pledged to secure said advances, the City to pay interest on such loans at the rate of 1-69/100 % per annum, calculated and payable monthly.

All notes evidencing such loans and/or advances to draw interest after maturity at the rate of 4% per annum, all notes and/or advances to be in the amounts and upon the terms which may be hereafter agreed upon by the undersigned Bank and the City.

This proposal is submitted subject to agreement upon the amounts and terms of such loans and/or advances and to the conclusion and execution of valid contracts covering such loans and/or advances and for the proper securing thereof.

6. It is agreed that the cost of legal services to the City incurred in connection with the Bank acting as depository for the above stated period will not exceed 250.00.

FROST NATIONAL BANK OF
SAN ANTONIO, TEXAS

BY /s/ J. H. Frost

President.

June, 1942, to act as depository of the City of San Antonio, all of which is more fully set out in said instrument attached hereto marked Exhibit "A", and made a part hereof for all intents and purposes as fully as if it were copied herein, be and the same is hereby accepted.

2. That said bank be and is hereby designated as general depository, and as special depository, of said City, and, upon deposit of securities approved by the City to secure the City funds duly authorized and eligible to receive the general deposits and the special deposits of the City of San Antonio for the fiscal year beginning June 1st, 1942 and ending May 31st, 1943.

3. That said Bank be and it is hereby designated as a fiscal agent for said City.

4. That the offer of said Bank, subject to the conditions therein stated, to lend to the City of San Antonio for its use, in anticipation of the receipts of taxes levied for the current fiscal year and the current revenue for said fiscal year, the amounts, and upon the terms stated in said offer, be and the same is hereby accepted.

5. That the said Bank be and it is hereby declared to be authorized and eligible to lend money for the use of the City of San Antonio in anticipation of the receipts of taxes levied for the fiscal year beginning June 1st, 1942 and ending May 31st, 1943, and the current revenue for said fiscal year, as authorized and provided by the Charter of said City; and all uncollected taxes and current revenues of the City of San Antonio for the fiscal year 1942, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, are hereby irrevocably pledged to secure such loans.

6. This ordinance and the attachments thereto creates and manifests the contract between the City of San Antonio and Frost National Bank of San Antonio, to act as depository and fiscal agent of the City of San Antonio for the current fiscal year.

7. All other proposals and bids are hereby rejected.

8. PASSED AND APPROVED this 4th day of June, A. D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

A RESOLUTION (1346)

WITH RESPECT TO ACQUISITION OF THE PROPERTIES OF THE SAN ANTONIO PUBLIC SERVICE COMPANY BY THE CITY OF SAN ANTONIO.

WHEREAS, the City of San Antonio has heretofore taken preliminary steps looking to the acquisition by the City of San Antonio of the properties now owned by the San Antonio Public Service Company; and,

WHEREAS, the City of San Antonio has been advised by letter written to the Mayor by W. G. Woolfolk, President of American Light & Traction Company, which company owns the common stock of San Antonio Public Service Company, that said American Light & Traction Company has practically completed negotiations for the sale of said properties to Guadalupe-Blanco River Authority and that said Company expects to hold a meeting of its Board of Directors on the morning of June 10th, 1942, for the purpose of consummating said sale; and,

WHEREAS, acquisition of said properties by said Guadalupe-Blanco River Authority would be to the substantial disadvantage of the City of San Antonio in that the City would lose all profits which could be derived by the City by City ownership of the properties and would lose the right to regulate and reduce the rates charged for the services rendered by said properties and would lose the opportunity to reimburse itself and its public schools for the loss of taxes which would accrue by reason of the transfer of said properties to ownership by a Governmental agency; and,

WHEREAS, if the sale of said property to said Guadalupe-Blanco River Authority is to be prevented and the opportunity of acquisition of said properties by the City kept open, it is necessary for the City to take immediate steps to that end; NOW, THEREFORE:-

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

SECTION 1. That the Mayor of the City of San Antonio is hereby authorized to make immediate contact with the officials of the American Light & Traction Company, to confer with said officials in behalf of the City, and in behalf of the City to offer to purchase all of the properties of the San Antonio Public Service Company through the proceeds of revenue bonds to be issued by the City payable solely from the income to be derived from the operation of said properties, such purchase by the City to be consummated, if so required, through the purchase of the common stock of San Antonio Public Service Company and the price to be paid for such properties or stock to be determined in one of the following manners:

(a) The price to be that determined to be the fair value of all of the properties by valuation to be made by engineers, mutually satisfactory to the City and the Company;

(b) The price to be computed as the total of the Company's funded indebtedness and its preferred stock plus redemption premiums and the cost of the common stock to the Company as shown by the Company's books;

(c) The price to be fixed at \$35,000,000.00 but this figure to be subject to confirmation by the appraisal of competent engineers mutually agreeable to the Company and the City;

(d) The price to be determined in such other manner as may be agreed upon between the Company and the Mayor and approved by the Mayor and Commissioners.

SECTION 2. That the City Attorney is hereby instructed to prepare for adoption by the Mayor and Commissioners an ordinance providing for the condemnation of the properties of the San Antonio Public Service Company, which condemnation proceedings are to be instituted whenever it shall be the opinion of the Mayor that purchase of the properties through negotiations is not feasible and condemnation is desired.

SECTION 3. That the City Attorney is hereby instructed to file suit immediately in the District Court of Travis County, Texas, for the purpose of contesting the action taken by the Board of Water Engineers of the State of Texas on June 5th, 1942 in approving application of the

Guadalupe-Blanco River Authority for the right to acquire the properties or common stock of the San Antonio Public Service Company.

SECTION 4. That the City Attorney is further authorized to institute all such litigation in either State or Federal courts as in his opinion may be desirable to prevent acquisition of said properties or stock by Guadalupe-Blanco River Authority.

SECTION 5. That the Mayor and Commissioners hereby expressly affirm their refusal to approve, under the provisions of Section 102 of the Charter of the City of San Antonio, any assignment of the franchises under which San Antonio Public Service Company is now operating any of its properties in the City of San Antonio.

PASSED AND APPROVED this 8th day of June, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

JAS. SIMPSON

CITY CLERK

OK-13
AN ORDINANCE (1347)

DIRECTING THE CONDEMNATION OF PROPERTY OWNED BY THE SAN ANTONIO PUBLIC SERVICE COMPANY FOR THE PURPOSE OF SUPPLYING ELECTRICITY, GAS AND BUS TRANSPORTATION TO THE GENERAL PUBLIC.

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

1. A public necessity exists for the supplying of electricity, gas and bus transportation to the general public by the City of San Antonio, and to effect this purpose, it is necessary to appropriate property owned by the San Antonio Public Service Company, a private corporation, said property being situate in Bexar County, Comal County, Guadalupe County, Kendall County, Wilson County, Medina County, Atascosa County, Karnes County, Uvalde County, Bandera County and Caldwell County, all in the State of Texas, and is more particularly described as follows, to-wit:

All of the property of the San Antonio Public Service Company, real, personal and mixed, tangible and intangible, of every kind, character and description, all of the electric transmission and distribution systems, all of the gas transmission and distribution systems, and all bus transportation properties of the San Antonio Public Service Company located in the City of San Antonio, State of Texas, and the various cities, towns, villages, and incorporated and unincorporated areas of Bexar County, Atascosa County, Caldwell County, Comal County, Guadalupe County, Karnes County, Kendall County, Medina County, Uvalde County, Bandera County, and Wilson County, all in the State of Texas.

All and singular the real estate which the San Antonio Public Service Company owns, situate in the State of Texas, in the counties hereinafter mentioned and more particularly described as follows:

That certain tract or parcel of land situate in the corporate limits of the City of San Antonio, Bexar County, Texas fronting on the west side of St. Mary's Street, known as the Main Office Building of the San Antonio Public Service Company, and being the same property set out and fully described and explained in an agreement between Missionary Society of Oblate Fathers of Texas, D. J. Woodward and L. Ward, which said agreement is duly recorded in the Deed Records of Bexar County, Texas, in Volume 274 on page 394, filed October 12, 1910, to which said deed and record thereof reference is here made for more complete description.

All that parcel of land in the City of San Antonio, County of Bexar, State of Texas, known as Lots Nos. 1, 2, 3, and 4 of New City Block 124, and being commonly known as Station "A" Plant of the electric manufacturing, transmission and distribution system.

All that certain tract or parcel of land situate in the City of San Antonio, Bexar County,

Texas, and being a part of New City Block No. 516 and same being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 437 on page 82, to which said deed and record thereof reference is here made for more complete description.

All that certain tract or parcel of land lying and being wituate within the corporate limits of the City of San Antonio, Bexar County, Texas, and being the Eastern 72 feet of Lots 1 and 2, Block 31, New City Block 453, on the North side of Ninth Street.

All that certain tract or parcel of land situate in the City of San Antonio, County of Bexar, State of Texas, and being Lots 1, and 8, Block 37 of Laurel Heights Addition, said Block known as New City Block 1867, and the property being commonly known as the Beacon Hill Substation.

All that certain tract or parcel of land situate in the City of San Antonio, County of Bexar, State of Texas, and being known as Lots No.s 1, 2, 3 and 4, Block 3, Rifle Range Addition in New City Block 2796, fronting on South side of Wyoming Street, and commonly known as East End Substation.

All that certain property situate in the City of San Antonio, Bexar County, Texas, bounded on the northwest by Camden Street, on the northeast by the San Antonio River, on the southeast by property conveyed to Morrison and McCall, recorded in the Deed Records of Bexar County, Texas, in Volume 763 on page 480, and on the southwest by Jones Avenue, being the property conveyed by the San Antonio Loan & Trust Company to the San Antonio Public Service Company, by deed recorded on June 3, 1925, in the Deed Records of Bexar County, Texas, in Volume 828 on pages 49-50, and said property being commonly known as the Electric Distribution Office.

All that certain triangular tract or parcel of land lying north of the City of San Antonio, in Bexar County, Texas, and out of Original City Lot No. 36, in County Block 5248, and Lot 38, in County Block 5250, all in Range 3, District 3, and same being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 919 on pages 43-44, to which said deed and record thereof reference is here made, and commonly known as the Olmos Substation.

That certain tract or parcel of land situate in Bexar County, Texas, and known and described as Lot or Tract No. 19, Block No. 18, of the Lady of the Lake Gardens, as per plat and map thereof duly filed and recorded in the Deed Records of Bexar County, Texas, in Volume 368 on page 143, and commonly known as the City View Substation.

That certain tract or parcel of land approximately .89 of an acre in size, situate in Bexar County, Texas, out of the Wm. E. Howth Survey on the west side of Broadway, and commonly known as Alamo Heights Substation, and said property being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 969 on page 447, to which deed and record thereof reference is here made.

One (1) acre of land lying southwest of the Babcock Road, approximately 5 miles northwest from the center of the City of San Antonio, being a portion of Survey No. 332, Section 4, and situate in Bexar County, Texas, and said land and property being commonly known as Woodlawn Hills Substation and said property being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 964 on page 82, to which said deed and record thereof reference is here made.

That certain tract of land out of Survey No. 7 in Bexar County, Texas, fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 964 on pages 81 and 82, to which deed and record thereof reference is here made for more complete description, being commonly known as the Elmendorf Substation.

All those certain lots or parcels of land situate partly within and partly without the City of San Antonio, County of Bexar, State of Texas, being Lots 8 to 19, inclusive, and Lots 21 to 34, inclusive, New City Block 1564, said block known as Block 7, Section 2, Grandview Addition,

and being commonly known as Old Grandview Substation.

All those certain lots or parcels of land situate in Bexar County, Texas, and being Lots 1, 2 and 3, Block 19, in City View Addition, in the City of San Antonio, less a 20 foot strip off of the southeast side thereof, and being commonly known as City View Garden Substation.

Lots 1 to 13, inclusive, and 25 to 27, inclusive, Block 8, Section 2, Grandview Addition; Lots 1, 2, 3, 7, 8, 9 and 10, Block 19, Section 5, Grandview Addition; Lots 1 to 13, inclusive, Block 18, Section 5, Grandview Addition; all of said lots being situate in the City of San Antonio, Texas, and said property being commonly known as Grandview Substation No. 1.

All that certain tract or parcel of land lying in the County of Bexar, Texas, in Grandview Addition, but wholly outside of the corporate limits of the City of San Antonio, and being the North 105 feet of Lot 3, in Garden Block 8, of Grandview Addition, and being fully described in deeds recorded in the Deed Records of Bexar County, Texas, in Volume 944 on pages 85-86, and Volume 1397 on pages 250-251, to which said deeds reference is here made, and said property commonly known as Grandview Substation No. 2.

That certain tract of land being 1,000 square feet out of 565.64 acre tract located approximately 1 mile from the County line between Bexar and Atascosa Counties on the Pleasanton Road, in Bexar County, Texas, out of Survey 1386 $\frac{1}{2}$ and being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 905 on page 152, to which deed and record thereof reference is here made, and being known as the Lehr Sand Pit Substation.

That certain tract or parcel of land situate in Bexar County, Texas, being two and three-hundredths acres of land, part of the John Garner Survey No. 435, and being fully described in deed recorded in Volume 889 on pages 182-4 of the Deed Records of Bexar County, Texas, and said property being commonly known as Lytle Substation.

That certain tract or parcel of land situate at the point where the west side of the Pleasanton-San Antonio Highway crosses the Bexar County-Atascosa County line, and said property being fully described in deed recorded in the Deed Records of Atascosa County, Texas, in Book E No. 1 on pages 477-478, and fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 911 on pages 593-594 to which deed and record thereof reference is here made, and said property being commonly known as the Pleasanton Substation.

That certain tract of land, except oil and mineral rights therein, out of 4.67 acre tract of land out of Survey 48 and being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 522 on page 310 to which deed and record reference is here made, and said property commonly known as Somerset Substation.

All that certain tract or parcel of land situate in Bexar County, Texas, within the corporate limits of the City of San Antonio, on the East bank of the San Antonio River and same being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1045 on pages 399-400, to which deed reference is here made, and said property commonly known as the Electric Distribution Office Addition.

1 acre of land, more or less, situate in Bexar County, Texas, at a point where the East side of the Pleasanton-San Antonio Highway crosses the Bexar County-Atascosa County line, and said property being fully described in deed recorded in the Deed Recorded of Bexar County, Texas, in Volume 1045 on pages 423-424, and said property being commonly known as the Pleasanton Meter Station.

The North 1/2 of Lot 41 and the South 1/2 of Lot 40, out of what is known as the Factory Sites of the Town of South San Antonio, in Bexar County, Texas, being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1121 on page 10, and deed recorded in Volume 733 on pages 314-15, to which said deeds and records thereof reference is here made,

and said property being commonly known as the South San Antonio Substation No. 1.

Lots 1, 2, 3 and 4 in Block 337, in San Jose Townsite Addition, in Bexar County, Texas, and being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1117 on pages 555-556, to which reference is here made, and said property commonly known as the South San Antonio Substation No. 2.

All those certain 2 acres of land out of Original Survey No. 309 approximately 14 miles Northeast of the City of San Antonio, in Bexar County, Texas, and said land being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1101 on pages 83-84, to which deed and record thereof reference is here made, and said property commonly known as the Fratt Substation.

That certain tract of land lying in Bexar County, Texas, being the East 12 feet of Lot 7, and the West 13 feet of Lot 8, in Block 47, of the Universal City Subdivision and said land being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1287 on pages 513-514, to which deed and record thereof reference is here made, and said property commonly known as the Randolph Field Metering Station.

That certain tract or parcel of land situate in the City of San Antonio, County of Bexar, State of Texas, and being Lots 37, 38, 39 and 40, Block 3, New City Block 6216, in Highland Terrace Addition.

Those certain lots situate in the County of Bexar, State of Texas, and being Lots 73, 74, 75 and 76, Block 19, in Jefferson Manor Addition to the City of San Antonio, and said lots being fully described in the Deed Records of Bexar County, Texas, in Volume 1381 on pages 140-141, to which said deed and record thereof reference is here made, and said property commonly known as the Jefferson Substation.

The South 86-1/2 feet of Lot 12, Block 17, New City Block 407 in the City of San Antonio, Bexar County, Texas, and said property commonly known as Pan-American Power Plant.

All those certain lots, tracts or parcels of land out of the Juan Martin Veramendi Two-League Grant, Survey No. 1, Abstract No. 2, lying and being situate within the corporate limits of the City of New Braunfels, in Comal County, Texas, containing three (3) tracts of land, and being property conveyed by Landa Milling Company, et al. to the Comal Power Company, by deed dated August 17, 1925, and said property and all rights in connection therewith conveyed by the Comal Power Company to the San Antonio Public Service Company by deed dated January 1, 1928, and being commonly known as the Comal Plant.

That property in Comal County, Texas, conveyed by John Fenske and wife to Comal Power Company by deed recorded in the Deed Records of Comal County, Texas, in Volume 54 on pages 72-73, and being commonly known as the Dittlinger Substation.

That certain tract of parcel of land within the corporate limits of the City of New Braunfels, in Comal County, Texas, being out of the J. Veramendi Survey No. 1, Abstract No. 2, and being duly described in the Deed Records of Comal County, Texas, in Volume 51 on pages 572-573, to which deed and record thereof reference is here made and said property being commonly known as the Peshorn Property.

All that tract of parcel of land situate within the corporate limits of the City of New Braunfels, Comal County, Texas, being a part of the Juan Martin Veramendi Survey No. 1, and said land being fully described in deed recorded in the Deed Records of Comal County, Texas, in Volume 55 on pages 64-65, to which deed and record thereof reference is here made and said property being commonly known as Addition to Comal Plant (Nowotny).

All those certain tracts or parcels of land situate in Comal County, Texas consisting of a 30-acre tract abutting on the Guadalupe River, three and sixty-two hundredths acres, being fully

described in deed recorded in the Deed Records of Comal County, Texas, in Book 49 on pages 485-487, to which deed and record thereof reference is here made; fourteen and forty-two hundredths acres of land abutting the Guadalupe River out of the John Thompson Survey No. 21, said land fully described in deed recorded in the Deed Records of Comal County, Texas, in Volume 50, on pages 62-64, to which deed and record thereof reference is here made; and Lot 5 of Subdivision of Acre Lots No. 179 situate within the corporate limits of the City of New Braunfels, Comal County, Texas, and being fully described in Volume 55 on pages 310-314 of the Deed Records of Comal County, Texas; and all of said tracts being commonly known as the Kuehler Power Station Site.

That certain tract or parcel of land situate within the corporate limits of the City of New Braunfels, Comal County, Texas, being five acres of land out of the tract of land conveyed to Herman C. Locke by Meta Peshorn by deed dated April 27, 1926, recorded in the Deed Records of Comal County, Texas, in Volume 52 on page 375-376, and being the property conveyed to the San Antonio Public Service Company by deed recorded in the Deed Records of Comal County, Texas, September 17, 1928, in Volume 55 on pages 433-435, to which deed and record thereof reference is here made, and said property commonly known as Addition to Comal Plant Site (Locke).

The Northwest portion of Lot 36, in Block 1005, situate within the corporate limits of the City of New Braunfels, Comal County, Texas, and said land being fully described in deed recorded in the Deed Records of Comal County, Texas, in Volume 57 on page 307-309, to which deed and record thereof reference is here made and said property commonly known as New Braunfels Office.

A part of the 6.14 acre tract out of the A. M. Esnaurizar 11-League Grant in Comal County, Texas, described in deed recorded in the Deed Records of Comal County, Texas, in Book 43 on pages 619-621, another part of said 6.14 acre tract also described in said deed recorded in Book 43, pages 619-621 of the Deed Records of Comal County, Texas; a part of the John Thompson Survey within the corporate limits of the City of New Braunfels, Texas; the dam formerly owned by the Planters and Merchants Mills, Inc. extending across the Guadalupe River; and easement right-of-way over across and upon the present gravel roadway lying between the present wall of the old Planters and Merchants Mill building and the Guadalupe River; and being the same land, property, rights and privileges and easements fully described and set forth in deed recorded in the Deed Records of Comal County, Texas, in Volume 60 on pages 248-260, to which said deed and record thereof reference is here made, and said property being commonly known as the P. & M. Mills Plant.

All those certain tracts or parcels of land lying and being situate in Guadalupe County, Texas, being out of Subdivision No. 88 of the A. M. Esnaurizar Original 11-League Grant, and said property being fully described in the Deed Records of Guadalupe County, Texas, in Book 98 on pages 361-365, to which said deed and record thereof reference is here made, and said property commonly known as the Guadalupe Power Site.

That certain tract or parcel of land situate in the County of Guadalupe, State of Texas, and being ten thousand square feet of land, more or less, out of an 124-acre tract located approximately two miles from the Town of Geronimo and being fully described in the Deed Records of Guadalupe County, Texas, in Volume 97 on page 487, to which record reference is here made for more complete description, and said property commonly known as Geronimo Substation.

That certain tract of land situate in Guadalupe County, Texas, and being twenty-two thousand five hundred square feet of land, more or less, out of a 213-acre tract located approximately one mile Northwest of the town of Kingsbury, in Guadalupe County, Texas, and being fully described in deed recorded in the Deed Records of Guadalupe County, Texas, in Volume 97 on pages 489-490, to which reference is here made, and said property being commonly known as the Kingsbury Substation.

One acre of land situate in Guadalupe County, Texas, out of the George Blair Labor of 177 acres and said land being fully described in deed recorded in the Deed Records of Guadalupe

County, Texas, in Volume 116 on pages 224-225, to which said deed and record thereof reference is here made, and said property commonly known as the Oil Field Substation.

That certain tract or parcel of land situate in Guadalupe County, Texas, a part of the Humphreys Branch League containing one acre of land, and said land being fully described in deed duly recorded in the Deed Records of Guadalupe County, Texas, in Volume 106 on pages 264-265, to which reference is here made, and said property being commonly known as the Seguin Substation.

That permanent easement conveyed to the San Antonio Public Service Company on August 26, 1930 and same being duly recorded in the Deed Records of Guadalupe County, Texas, in Volume 130 on pages 394-395, to which said conveyance and record thereof reference is here made, and said property commonly known as Easement for Guadalupe Power Site.

All that certain lot or parcel of land situate in Seguin, Guadalupe County, Texas, being part of Original Inner or Building Block No. 25, now known as New City Block 163, and being all of Lots 5 and 6, and a small part of Lot 7, in said Block, and said lot being fully described in deed duly recorded in the Deed Records of Guadalupe County, Texas, in Volume 121 on page 457, to which reference is here made; and said property being commonly known as Seguin Office Building.

That certain piece of land in the Town of D'Hanis, in Medina County, Texas, conveyed to the San Antonio Public Service Company by deed dated January 1, 1928, and recorded in the Deed Records of Medina County, Texas, in Volume 97 on page 574, to which said deed reference is here made, and said property commonly known as the D'Hanis Substation.

The East Half of Lot 11 and all of Lots 12, 13 and 14, in Block C of the Railroad Addition to the City of Floresville, in Wilson County, Texas, and being fully described in deed recorded in the Deed Records of Wilson County, Texas, in Volume 163 on pages 167-168, to which deed and record thereof reference is here made, and said property commonly known as the Floresville Plant Site.

All that land, property, property rights, franchises, privileges and easements conveyed by G. Wallace Smith to San Antonio Public Service Company by deed recorded in the Deed Records of Caldwell County, Texas, in Volume 137 on page 601 and in Guadalupe County Deed Records in Volume 106 on pages 338-340, to which deed and record thereof in said counties reference is here made, and said property being commonly known as the Fentress Plant and System.

That certain tract or parcel of land situate in the County of Guadalupe, State of Texas, and fully set forth and described in deed recorded in the Deed Records of Guadalupe County, Texas, in Volume 86 on pages 18-19, to which said deed and record thereof reference is here made for more complete description, and said property being known as the McQueeney Substation.

Lot 11, Block 2, Sunrise Addition in the City of Boerne, Kendall County, Texas, and commonly known as Boerne Substation (Kaufman).

That certain tract or parcel of land out of Survey No. 180 and fully described in deed recorded in the Deed Records of Kendall County, Texas, in Volume 41 pages 547-548, to which reference is here made, and said property commonly known as Boerne Substation Site (Walker).

That certain property conveyed by J. W. Heath, et al. to Comal Power Company by deed recorded June 25, 1926, in the Deed Records of Medina County, Texas, in Volume A-79 on pages 425-427, and that certain property in Medina County, conveyed by J. W. Heath and wife to the Comal Power Company by deed recorded April 28, 1927 in the Records of Medina County, in Volume 83 on pages 264-265, to which said deed reference is here made, and said property commonly known as the Honda Substation.

Two acres of land out of the S. and J. Aroscha Grant in Wilson County, Texas, and fully described in deed recorded in the Deed Records of Wilson County, Texas, in Volume 143 on pages 212-214, to which reference is here made, and said property commonly known as the Floresville Substation.

That certain tract of land conveyed by Hunry Uhr and wife to South Texas Public Service Company, in Guadalupe County, Texas, by deed recorded January 16, 1926 in the Deed Records of Guadalupe County, Texas, in Volume 87 on pages 601-603, said property being commonly known as Cibolo Substation.

That certain tract of land situate in Guadalupe County, Texas, conveyed by Herman Bulgerin and wife to South Texas Public Service Company by deed recorded January 16, 1926 in the Deed Records of Guadalupe County, Texas, in Volume 87 on pages 600-601, to which deed and record thereof reference is here made, and said property being commonly known as the Marion Substation.

That certain tract or parcel of land situate in Guadalupe County, Texas, out of the Original Survey 67 and being the property conveyed by Mrs. Elizabeth Schneider, a feme sole, to the South Texas Public Service Company by deed recorded January 15, 1926 in the Deed Records of Guadalupe County, Texas, in Volume 87 on pages 598-599, to which said deed and record thereof reference is here made, and said property commonly known as the Schertz Substation.

Lot 4, according to plat of the Wendler & Schrader Addition to the Town of Boerne, in Kendall County, Texas, and being commonly known as the Boerne Substation (Daly).

Lot 11 of a Re-subdivision of Lots 5 and 6, Block 1, City Block 6172, out of the southern portion of Old City Lot 1, Range 6, District 3 of Old City Tract situate in the City of San Antonio, Bexar County, Texas, and being commonly known as the Los Angeles Heights Substation.

That certain tract or parcel of land situated in the Town of Castroville, Medina County, Texas, and being fully described in deed recorded in the Deed Records of Medina County, Texas, in Volume 106 on pages 309-310, to which deed reference is here made, and said property commonly known as the Castroville Power Plant.

2.25 acres of land, more or less, on the South side of the South Loop Road situate in Bexar County, Texas, fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1379 on pages 173-174, commonly known as Berg's Mill Generating Station.

All that portion of land situate in the City of San Antonio, Bexar County, Texas, known as New City Block 229 and all that portion of land situate in the City of San Antonio, Bexar County, Texas, known as New City Block 230, and being commonly known as Gas Plant and Distribution System - Gas Plant Property.

A right-of-way to construct, maintain and operate pipe lines and underground appurtenances thereto on and along a strip of land 15 feet in width situate in what is known as "Collins - Gardens" in the City of San Antonio, Bexar County, Texas, and fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 697 on pages 540-542, to which deed and record thereof reference is here made, and same being commonly known as Collins Gardens Right-of-way.

Lots 7 and 8, Block 19, in City View Addition to the City of San Antonio, Bexar County, Texas, and being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 759 on pages 327-328, to which deed and record thereof reference is here made, and said property being commonly known as the Regular Station Site.

A part of Lot 18 and 19, Block 4, in Artesian Gardens, an addition to the City of San Antonio situate in the County of Bexar, State of Texas, and fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1051 on pages 615-616, to which deed and record thereof reference is here made, and said property being commonly known as Walker Avenue Meter Station.

That certain tract or parcel of land situate in Temple Hill Addition to the City of San Antonio, Bexar County, Texas, and being all of Lot 22, Block 1, of said Addition, County Block 5575, and also a part of Lot 21, Block 1, of said Addition, all of which being fully described

in deed recorded in Deed Records of Bexar County, Texas, in Volume 113 on pages 519-520, to which deed and record thereof reference is here made, and said property being commonly known as the Avondale Regulator Station.

Those certain lots or parcels of land lying and being situate within the corporate limits of the City of San Antonio, Bexar County, Texas, being lot known as Lot No. A-1, in New City Block 900, Lot No. 3 in New City Block 900, a lot fronting on Hessler Street and described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 1161 on page 516-18, to which reference are here made; another lot fronting north on Hessler Street and being fully described in deed recorded in the Deed Records of Bexar County, Texas, in Volume 119 on pages 229-230, to which deed reference is made; that certain lot in City Block 900 fronting 41 feet, more or less, on the south side of Villita Street, being fully set forth in deed recorded in Volume 1107 on page 185-186 of the Deed Records of Bexar County, Texas, to which deed reference is made; and Lot 3 in New City Block 130, and said property being commonly known as Villita Street Property.

All that certain tract or parcel of land situate approximately three and one-half miles southeast of Leon Springs railroad station in Bexar County, Texas, said land being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1667 on page 56, to which said deed and record thereof reference is here made, and said property being commonly known as Bullis Substation Site.

All of the following described real estate lying and being situate in San Antonio, Bexar County, Texas, and being part of Lot 6, New City Block 3057, Roberts Subdivision, and being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1711 on pages 166-167, to which deed and record thereof reference is here made, and said property being commonly known as Station "B" to Grandview Substation - Underground Right-of-way.

That certain tract of land comprising Lots 4, A-25, and A-27 and a strip of land lying between Lots A-25 and A-27, all in City Block 101, in the City of San Antonio, Bexar County, Texas, and being fully described in deed duly recorded in Deed Records of Bexar County, Texas, in Volume 1759 on pages 37-38, to which said deed and record thereof reference is here made, and said property commonly known as the Market Street-Commerce Street Property.

All that tract of land formerly owned by the City of San Antonio and lying between the Cut-off River Channel and the George Witte property in Bexar County, Texas, said property being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1749 on pages 569-570, to which said deed and record thereof reference is here made, and said property located within the corporate limits of the City of San Antonio, Bexar County, Texas, and commonly known as West Commerce Street Property.

Lot 6 and 23 and the East 10 feet of Lot 5 and the East 10 feet of Lot 22, in Block 2, New City Block 1558, in Grandview Addition, Section 2, situate just outside of the City Limits of San Antonio, in Bexar County, Texas, and commonly known as Camp Travis Highline Right-of-way.

That certain property located in the City of Alamo Heights, Bexar County, Texas, and being the Southwest 17 feet, more or less, of Lot 19, and all of Lot 20, and the Northeast 33 feet, more or less, of Lot 21, in Block 8, of the Madeliene Terrace Subdivision in said City of Alamo Heights, Bexar County, Texas, and said property commonly known as the Cleveland Courts Substation Site.

That certain tract or parcel of land, being the Northeast corner of City Block 230, situate within the corporate limits of the City of San Antonio, in Bexar County, Texas, and being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1759 on pages 38-39, to which said deed and record thereof reference is here made, and said property being commonly known as the Gas Distribution Department.

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23

and 24, in Block 17 of Edgewood Heights Addition to the City of San Antonio, in Bexar County, Texas.

Lot 7, in New City Block 1906, located at the corner of Locust and Lewis Street in the City of San Antonio, Bexar County, Texas.

Lots 10 and 11, in Block 3, in Arlington Heights Addition in Bexar County, Texas, as per plat and map recorded May 15, 1917 in Book 105 page 110 of the Map and Plat Records of Bexar County, Texas, to which reference is here made.

All of Lot 8 and the South part of Lot 9, Block 4, New City Block 1906, situate within the corporate limits of the City of San Antonio, Bexar County, Texas, said property being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1719 on pages 432-33, to which said deed and record thereof reference is here made.

All that portion of Maverick Street lying and being situate between City Blocks 1905 and 1906 and extending from the North line of West Locust Street to the South line of West Dewey Place, in the City of Bexar County, Texas.

A strip of land lying between Lots 13 and Lots 1, 2 and a part of 3, in New City Block 1906, situate within the corporate limits of the City of San Antonio, Bexar County, Texas, and said land being fully described in deed duly recorded in the Deed Records of Bexar County, Texas, in Volume 1753 on pages 146-147, to which said deed and record thereof reference is here made.

All that tract or parcel of land known as New City Block 1905 in the City of San Antonio, Bexar County, Texas.

All tracts or parcels of land situated in Bexar County, Texas, and used as rights-of-way for tracks and lines of the electric street railway formerly operated by the San Antonio Public Service Company, including what is known as the West End Right-of-way, the Collins Gardens right-of-way, the South San Antonio Right-of-way, the Hot Wells Right-of-way, the Highland Park Right-of-way, the Elmendorf Right-of-way, and the Los Angeles Heights Right-of-way.

All that tract or parcel of land situate in Bexar County, Texas, being 94/100ths acres of land, and being a portion of Original Out Lot No. 13, Range 3, District 6.

All that tract or parcel of land situate in Bexar County, Texas, being Lots 13, 20 and 21, in Block 15, in Riverside Park Addition to the City of San Antonio.

That certain tract or parcel of land lying in the County of Bexar, State of Texas, described as follows: Beginning on Caldwell Street at the northeast corner of Lot 20, Block 15, Riverside Park Addition; thence west along the north line of Lots 20 and 21, Block 15, to the Right-of-way of the S. A. & A.P. Railroad; thence north along said Right-of-way to the south line of Lot 3, Block 14, of Riverside Park Addition; thence east along the south line of Lot 3, to the southeast corner; thence northerly along the east line of said Lot 3 and Lot 1, in Block 14, Riverside Park Addition to the northeast corner of Lot No. 1; thence east with the south line of Zapata Street to the northwest corner of Lot 20, Block 13, Riverside Park Addition; thence southerly along the west line of Lot 20 and Lot 13, in Block 13, Riverside Park Addition, to the southwest corner of Lot 13; thence east along the south line of Lot 13 to the southeast corner of said Lot 13; thence southerly to the northeast corner of Lot 20, to the place of beginning.

All of Lots 13 and 20, Block 13, and all of Lots 1, 2 and 3, Block 14, Riverside Park Addition to the City of San Antonio, in Bexar County, Texas.

All of Lots 1, 2, 3, 4, 5, 6, 13 and 14, in Block 4, New City Block 1906, within the corporate limits of the City of San Antonio, Bexar County, Texas.

All of the following described real estate lying and being situate in the City of San Antonio, Bexar County, Texas, being a part of Lot 9 and a part of Lot 10, Block 4, New City Block 1906, Old City Lot No. 4, Range 3, District 3.

All bus transportation properties of the San Antonio Public Service Company.

3. Said property is owned and claimed by the San Antonio Public Service Company, a corporation duly chartered and existing under the laws of the State of Texas, and having its principal office and domicile in the County of Bexar, and State of Texas.

4. Plats of said property are herewith filed in the office of the Clerk of the City of San Antonio and marked "Exhibit A" for identification.

5. Said property shall be condemned for the use of the City of San Antonio under its right of eminent domain for the purpose herein expressed, and the City Attorney is directed to file the necessary proceedings for the acquisition of said property by condemnation, all as made and provided by the Constitution, the Statutes of the State of Texas and the Charter of the City of San Antonio.

6. PASSED AND APPROVED on this the 9th day of June, A.D. 1942.

Henry F. Hein,

Mayor Pro-Tem

ATTEST:

Jas. Simpson

City Clerk

- - -
A RESOLUTION (1359)

DIRECTING THE CITY CLERK TO GIVE NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO THE ZONING ORDINANCE.

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

1. That the City Clerk be and he is hereby authorized and directed to give notice, in the manner prescribed by law, of public hearing to be held on proposed amendment to the Zoning Ordinance passed and approved on the 3rd day of November, A.D. 1938, in accordance with recommendation of the Zoning Commission, dated May 28, 1942, attached hereto and made a part hereof.

2. That said public hearing will be held at 10:00 o'clock A.M. on June 29th, 1942, in the Council Chamber of the City Hall, in the City of San Antonio, Bexar County, Texas.

3. PASSED AND APPROVED this 11th day of June, A.D. 1942.

Henry F. Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson

City Clerk

EXHIBIT A

All that real property being north of, and bounded on the south by the former City Limits of the City of San Antonio, and being bounded on the S. W. by the east side of Fredericksburg road; on the west by the east side of the Vance Jackson road to N. Spencer Lane; thence east to West Ave.; thence north on West Ave., to El Monte; thence east on El Monte to Neer; thence south on Neer to Alhambra; thence east on Alhambra to Warner st.; thence south on Warner to Clandora; thence east on Clandora to Blanco road; thence north on Blanco road to Basse road; thence east on Basse Road to Contour Drive; thence down Contour Drive, with its meanders, to Missouri Pacific Right-of-way, and southeast to 150' east of McCullough Ave., to connect with the former northern City Limits line; thence west along the former City Limits line to the place of beginning, shall be designated as "B" Residence District, save and except the following portions of said property, to-wit:- 150 ft on the east side of Fredericksburg road, from the former northern City Limits to Vance Jackson road, to be in "F" Local Retail District; and 100 ft on each side of West Ave., from center of NCB 3956, and NCB 6178, to the center of NCB 8485, and NCB 8805, to be in "D" Apartment District; thence north to the center of NCB 8475, and NCB 8807, to be in "F" Local Retail District; thence north to Gardina St., to be in "D" Apartment District; and the west 150

ft on Blanco Road and the east side of Blanco Road, to alley, from the former northern City Limits line to Pasadena Ave., to be in "J" Commercial; thence north to the alley dividing NCB 7216, and NCB 7260, to be in "D" Apartment District; thence north to alley dividing NCB 7217, in "F" Local Retail District; and lots 15 through 24, in NCB 7225, on corner of Blanco Road and Basse road, in "F" Local Retail District; and 100 ft on the west side of San Pedro Ave., from former northern City Limits line to Olmos Drive, to be in "D" Apartment District; thence north 100 ft on west side of San Pedro, and 121.38 ft on the east side of San Pedro to a dividing line 100 ft north of Grace St., in "F" Local Retail District; thence north 125 ft on west side of San Pedro to Riddle St., and 125 ft on east side of San Pedro to Audubon St.; thence 145.5 ft on the east side of San Pedro to Riddle St., to be in "D" Apartment District; thence north from 140' south of Lovera 154.5 ft on west side of San Pedro Ave., to center of NCB 7253; thence west to Breeden Ave.; thence north to Basse Road, in "F" Local Retail District, and the east 100 ft on the east side of San Pedro Ave., from the center of NCB 9005, to alley dividing NCB 9001, to be in "D" Apartment District; and lots 1 through 42 in NCB 9001, and all of NCB 9000 to be in "F" Local Retail District; and that district bounded on the south by Gardina; on the west by Vance Jackson road; on the north by Spencer Lane; and on the east by West Ave., to be in "A" Residence District; and the north one half of lots 1,2,3,4,5, and 6, in NCB 6555, in "D" Apartment; and that territory lying east of a line 121.38 ft east of San Pedro Ave., beginning at Earl St., extending to the center line of NCB 7293; thence east to Missouri Pacific Railroad; thence north on Howard St., to a dividing line between lots 3 and 4 in NCB 7318 thence east to a line 100 ft on east side of Howard, thence north to the dividing in NCB 7313; thence east to City limits line, thence south to Earl St., thence west on Earl St., to point of beginning, in "C" Residence District; and that territory bounded on the south by the south line of NCB 8565; on the west by San Pedro Ave., to Olmos; thence east on Olmos to the west line of lot No. 7, in NCB 7298; thence north to Earl St.; thence east to a dividing line between lots 16 and 17, in NCB 7305; thence south to Olmos Drive; thence east to Howard St.,; thence south on Howard to dividing line between NCB 7301 and NCB 7302; thence east to Belknap; thence south to point of beginning, in "J" Commercial District; and that district bounded on the south by the center dividing line of NCB 8564; on the west by Howard north to Olmos Drive; thence west on Olmos to a dividing line between lots 16 and 17, in NCB 7305, north to Earl St.; thence east on Earl St., to eastern City limits line; thence south to point of beginning, in "F" Local Retail District.

All that territory lying north of former northern city limits line bounded on the west by St. Cloud road; on the north by Babcock road; and on the east by Fredericksburg road, to be in "A" Residence District, except for 150 ft on the west side of Fredericksburg road from Quentin Drive, north to Babcock road to be in "F" Local Retail District; and Lots 23 through 28, NCB 7016, to be in "D" Apartment District, and the remaining lots in NCB 7016, and 7074, to be in "B" Residence District.

All that newly annexed territory of Jefferson Manor bounded on the south by Donaldson Ave.; on the west by St. Cloud; on the north by the northern boundaries of NCB 7074, 7075, 7076; and on the east by former City Limits line, to be "B" Residence District.

All that territory bounded on the south and west by Bandera road; on the north by West Woodlawn; on the east by former City Limits line, to be in "B" Residence District, with the exception of lots 16, 17, 18, 19, 20, 21, and 22, in NCB 8334; and lot No. 1, in NCB 8332, to be in "F" Local Retail District.

Upon petition, signed by property owners and approved by the Zoning Commission, April 16, 1942, to re-zone all those lots in NCB 7059, 7070 from "D" Apartment to "A" Residence District, and NCB 6757 from "D" Apartment to "B" Residence District.

Upon petition, signed by property owners and approved by the Zoning Commission April 16, 1942, to re-zone those lots 150 feet on each side of N. Zarzamora St., from alley between NCB 2025 and 2024, south to Kentucky Ave., from "B" Residence to "F" Local Retail District."

- - -
AN ORDINANCE (1368)

OK-14

AUTHORIZING THE COMMISSIONER OF STREETS AND PUBLIC IMPROVEMENTS TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF ADDITIONAL SANITARY SEWER FACILITIES TO AUGMENT THE EXISTING SYSTEM IN SAN ANTONIO, TEXAS.

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

1. That the Commissioner of Streets and Public Improvements of the City of San Antonio, Texas, be and he is hereby authorized and directed to execute Application for Federal Assistance for Grant to Federal Works Agency - Public Works Administration, of the United States Government construction project of additional sanitary sewer facilities to augment the existing system in San Antonio, Texas, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 12th day of June, A.D. 1942.

Henry F. Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson

City Clerk

- - -
AN ORDINANCE (1360)

OK-15

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$5,000.00 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 1942 beginning June 1, 1942, there shall be borrowed and secured from the Frost National Bank an advance of money in the sum of \$5,000.00, 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 5 promissory notes of the City of San Antonio, numbered consecutively from 1 to 5, both inclusive, and said notes shall be for the sum of \$1,000.00 each, the said notes aggregating the sum of \$5,000.00, 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 4 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, 1943, 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. _____ \$1,000.00

UNITED STATES OF AMERICA
THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO LIBRARY
FUND NOTE - 1942.

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, 1943, 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 4 per cent per annum after maturity until paid.

This note is one of a series of 5 notes, numbered 1 to 5, both inclusive, being of the denomination of \$1,000.00 each, aggregating \$5,000.00, 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, 1942 and ending May 31, 1943, 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 11th day of June, 1942, which ordinance is recorded in Ordinance Book "K", 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 therein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes, 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 thereof upon payment by said payees 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 11th day of June, A.D. 1942.

Henry Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson

City Clerk

OK-16

AN ORDINANCE (1361)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$250,000.00 TO PAY THE CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1942.

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, 1942, and to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1943, 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 \$250,000.00, 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 1 to 10, both inclusive, and each note shall be for the sum of \$25,000.00.

3. That the above said notes, aggregating \$250,000.00, 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 the maturity thereof at the rate of 4 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, 1943, 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 1st, 1942, and ending May 31, 1943, 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 4, 1942, and recorded in Ordinance Book "K", of the City of San Antonio, on page 16.

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
 1942 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, 1943, 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 4 per cent per annum after maturity until paid.

This note is one of a series of 10 notes, numbered from 1 to 10, both inclusive, each note being for the sum of \$25,000.00, aggregating the sum of \$250,000.00, 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, 1942 and to supply the needed funds to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1943 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 11th day of June, 1942, which ordinance is recorded in Ordinance Book "K", 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, 1942 and ending May 31, 1943, 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 11th day of June, A.D. 1942.

Henry F. Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson
 City Clerk

OK-17
 - - -
 AN ORDINANCE (1362)

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE FROST NATIONAL BANK OF SAN ANTONIO, TEXAS TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1942, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE KEEPING.

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

That the securities pledged with the Governing Body of the City of San Antonio by the Frost National Bank of San Antonio, Texas, as City Depository, to secure the funds of said City, deposited and to be deposited in said Bank during the Fiscal Year beginning June 1, 1942 and ending May 31, 1943, be and the same are hereby accepted and approved and that receipt signed by the Mayor, countersigned by the City Auditor, be given said Bank for securities pledged by it, which said securities are described as follows:

Securities pledged by the Frost National Bank of San Antonio, Texas, are described on attached receipts dated December 12, 1941 and June 5, 1942, which are made a part of this ordinance by reference as fully as if it were specified herein.

The receipt given to said Bank for securities pledged by it shall recite, in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, Texas, by the Frost National Bank of San Antonio, Texas as depository of said City, for the purpose of securing the funds of said City deposited and to be deposited in said Bank during the Fiscal Year beginning June 1, 1942, upon the terms and conditions prescribed and provided by law.

It is directed that said securities be deposited by the Mayor, for safe keeping in a safety deposit box in the vaults of the Frost National Bank of San Antonio, Texas, rented by the City from said Bank.

PASSED AND APPROVED this 11th day of June, 1942.

Henry F. Hein
Mayor-Pro-Tem

ATTEST:

Jas. Simpson
City Clerk

San Antonio, Texas
June 5, 1942.

RECEIVED of the Frost National Bank, San Antonio, Texas, the following securities pledged by the said Bank to the Governing Body of the City of San Antonio for the purpose of securing funds deposited and to be deposited by said City for the fiscal year 1942:

Reconstruction Finance Corporation 7/8% Note, dated 4/17/41, due 10/15/42, No. J2620	\$100,000.00
United States Treasury 1-3/4% Notes, Series C-1942, dated 12/15/37, due 12/15/42, Nos. 623 thru 630, Incl.	80,000.00
United States Treasury 1-1/8% Notes, Series A-1943, dated 6/15/38, due 6/15/43, Nos. 6040 10,000.00 4197 <u>100,000.00</u>	110,000.00
United States Treasury 2% Notes, Series B-1942, dated 9/15/37, due 9/15/42, Nos. 5842 and 5843. \$10,000.00 each	<u>20,000.00</u>
Total	\$310,000.00

The said securities have been deposited in safe deposit box No. 2448 and have been duly pledged with the Governing Body of the City of San Antonio by the said Frost National Bank, as a depository of the said City, for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed June 19, 1941, of said City, upon the terms and conditions prescribed and provided by law.

CITY OF SAN ANTONIO, TEXAS

Countersigned:

By:

/s/ Walter Tatsch
Auditor

/s/ C. K. QUIN
Mayor, City of San Antonio, Texas

/s/ Jas. Simpson
City Clerk

By:

/s/ H. C. Krammer
Asst. City Auditor

/s/ C. RAY DAVIS
COMMISSIONER OF TAXATION

WITNESSES:

BY: L. L. LENTZ
Frost National Bank

San Antonio, Texas
December 12, 1941

U. S. 2% Treasury Notes, Series B-1942, dated 9/15/37, due 9/15/42, Nos. 5784-5793, inclusive 10 @ \$10,000.00 each	\$ 100,000.00
U. S. 2% Treasury Notes, Series B-1942, dated 9/15/37, due 9/15/42, Nos. 2567-2580, inclusive, 14 @ \$100,000.00 each	<u>1,400,000.00</u>
Total . . .	\$ 1,500,000.00

The said securities have been deposited in safe deposit Box No. 2448 and have been duly pledged with the Governing Body of the City of San Antonio by the said Frost National Bank, as a depository of said City, for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed June 19, 1941, of said City, upon the terms and conditions prescribed and provided by law.

INSPECTED THIS DATE

CITY OF SAN ANTONIO, TEXAS

/s/ C. K. QUIN

M A Y O R

/s/ Walter Tatsch

/s/ C. Ray Davis

City Auditor.

Commissioner of Taxation.

s/s H. C. Kramme

/s/ L. L. Lentz, V.P.

Asst. City Auditor.

F. G. RODGERS & CO.
Certified Public Accountants

By:

/s/ Kenneth S. Bruhl

- - -

AN ORDINANCE (1363)

OK-17.1

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE GRANTING THE REQUEST OF MAIN AVENUE BAPTIST CHURCH OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON LOTS 7 AND 8, BLOCK 8, NEW CITY BLOCK 794, SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 4TH DAY OF JUNE, A.D. 1942.

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

1. That an ordinance entitled "AN ORDINANCE GRANTING THE REQUEST OF MAIN AVENUE BAPTIST CHURCH OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON LOTS 7 & 8, BLOCK 8, NEW CITY BLOCK 794, SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS", passed and approved by the Commissioners of the City of San Antonio on the 4th day of June, A.D. 1942, being Ordinance No. 1337, recorded in Ordinance Book "K", page 14, be and the same is hereby repealed.

2. PASSED AND APPROVED this 11th day of June, A.D. 1942.

Henry F. Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson

City Clerk

- - -

AN ORDINANCE (1364)

OK-18

GRANTING THE PETITION OF REV. JAMES T. LOCKWOOD, SECRETARY OF THE ARCHDIOCESE, FOR MOST REV. ROBERT E. LUCEY, D.D., ARCHBISHOP OF SAN ANTONIO, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1942 AND YEARS SUBSEQUENT THERETO ON LOTS NOS. 7 AND 8, BLOCK NO. 7, CITY BLOCK NO. 1995, 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 No. 7, Block No. 7, City Block No. 1995, being 1300 Block West Ashby Place, and Lot No. 8, Block No. 7, City Block No. 1995, being 1327 West Ashby Place, 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 petitions of Rev. James T. Lockwood, Secretary of the Archdiocese, for Most. Rev. Robert E. Lucey, D.D., Archbishop of San Antonio, dated May 25, 1942, attached hereto and made a part hereof, for exemption from taxation for the fiscal year 1942 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes, be and the same are hereby granted, and said property is hereby placed upon the list of exempt property.

2. PASSED AND APPROVED this 11th day of June, A.D. 1942.

Henry F. Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson
City Clerk

OK-19 - - -
AN ORDINANCE (1365)

CREATING A CONTRACT WITH J. T. SIMMONS.

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, hereinafter called "CITY", and J. T. Simmons, of Bexar County, Texas, hereinafter called "CONTRACTOR", whereby the parties to these presents, each in consideration of the agreements on the part of the other, do hereby mutually covenant and agree, the City for itself and its successors, and the Contractor for himself, his executors and administrators, as follows, to-wit:-

2. The Contractor, at his sole cost and expense, will furnish the names and addresses of owners of motor vehicles registered in Bexar County, Texas, for the year 1942 up to and including June 1, 1942, with all transfers thereon, and also shall furnish all other necessary data, including license numbers, make, model and motor number of vehicles, all this information to be typewritten on cards. The Contractor will furnish all personnel, material and accessories necessary for this purpose at his sole cost and expense, to aid the City Tax Assessor in making assessments of motor vehicles in the City of San Antonio subject to taxation.

3. Said work is to be done and completed promptly for immediate use by the City Tax Assessor.

4. In consideration of the faithful performance of this contract by the Contractor, and the completion of the work herein stipulated, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay the Contractor for such work, the sum of \$680.00 upon complete performance of the work hereunder to the satisfaction of the Commissioner of Taxation of the City of San Antonio,

5. The Contractor shall give personal attention to the execution of this work, and shall employ competent and skillful persons therefor, and all persons engaged in this work shall be prepared to appear and testify before the Board of Equalization.

6. This contract is performable in Bexar County, Texas.

7. PASSED AND APPROVED THIS 11th day of June, A.D. 1942.

Henry F. Hein

Mayor Pro-Tem

ATTEST:

Jas. Simpson
City Clerk

8. This contract accepted as written

/s/ J. T. Simmons,

J. T. Simmons, Contractor.

OK-20

AN ORDINANCE (1369)

AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH DEWAR, ROBERTSON & PANCOAST, A. C. ALLYN & COMPANY, MAHAN, DITTMAR AND COMPANY, RUSS AND COMPANY, PITMAN AND COMPANY, UNION SECURITIES CORPORATION AND E. H. ROLLINS & SONS INCORPORATED.

WHEREAS, for the reasons set forth in such contract, it is desirable for the City of San Antonio to enter into a contract between the City of San Antonio and Dewar, Robertson & Pancoast, of San Antonio, Texas, A. C. Allyn & Company, of Chicago, Illinois, and Mahan, Dittmar and Company, Russ and Company and Pitman and Company, all of San Antonio, Texas, and Union Securities Corporation and E. H. Rollins & Sons, Incorporated, both of New York, N.Y., a copy of which contract is attached here as Exhibit "A" and by reference is made a part hereof; NOW, THEREFORE:-

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

That the Mayor of the City of San Antonio be and he is hereby authorized to execute said contract in behalf of the City of San Antonio and that when so executed said contract shall constitute the binding obligation of said City.

PASSED AND APPROVED this 15th day of June, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

JAS. SIMPSON

CITY CLERK

EXHIBIT A

THIS AGREEMENT made and entered into by and between the City of San Antonio, a municipal corporation in Bexar County, Texas, being the first party herein, and hereinafter sometimes called "the city", and Dewar, Robertson & Pancoast, Mahan, Dittmar and Company, Russ and Company, Pitman and Company, all of San Antonio, Texas, and A. C. Allyn & Company of Chicago, Illinois, Union Securities Corporation and E. H. Rollins & Sons Incorporated, both of New York, N. Y., second parties herein, and hereinafter collectively referred to as "bankers;"

WITNESSETH THAT:

WHEREAS, the San Antonio Public Service Company, an operating subsidiary of the American Light and Traction Company, is now serving the City of San Antonio and suburban areas with electric power, natural gas and bus transit service, and the adjacent territory with electric power; and

WHEREAS, the Securities and Exchange Commission has ordered said American Light and Traction Company to sell or otherwise dispose of its interests in the San Antonio Public Service Company, hereinafter called "the company", in compliance with the integration and simplification provisions of the Public Utility Holding Company Act of 1935; and

WHEREAS, it will be greatly to the advantage of the City of San Antonio to acquire either all or the major part of the properties of the company in order that the City may enjoy the advantages which would accrue to it through municipal ownership of its electric and gas systems; and

WHEREAS, the acquisition of said properties is of particular importance to the City of San Antonio at the present time in order that the City may secure through the operation of said properties a new source of municipal revenue to offset the loss of other municipal revenues which is occurring and will increasingly occur by reason of present war restrictions and economic conditions; and

WHEREAS, the City is informed that other interests are endeavoring to purchase said properties in such manner that the City would have no voice in the operation of said properties and no share in the profits which are derived from the operation of said properties, and unless the City is to lose the present opportunity of acquiring said properties, it is necessary that arrangements looking to such acquisition by the City be made with great promptness; and

WHEREAS, it is further necessary for immediate arrangements for such municipal acquisition to be made in order to assure the completion of such acquisition before market changes make it impossible to finance such acquisition at the favorable interest rates which now prevail, and before legislative action which might tax or otherwise burden or restrict the issuance of municipal bonds renders the proposed financing more difficult or impossible; and

WHEREAS, before final arrangements for the acquisition of said properties can be completed by the City, it is necessary that banking and financial service be engaged and that engineers' studies and reports be made, legal services be retained to work out the legal and other details of the acquisition and financing, and negotiations be carried on with the present owners of said properties as to the price and terms on which said properties can be acquired by the City; and

WHEREAS, the City does not presently have funds to incur the expenditures of money which would be necessary to retain such financial, engineering and legal services; and

WHEREAS, the bankers are willing, as hereinafter outlined, to pay all of the aforesaid expenses, and are experienced and skilled in financing of this kind, and by reason of their experience in such matters are able to aid in negotiations with the owners of said properties in the City's behalf, and are able to arrange the legal and financial details of the proposed acquisition and financing;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual covenants herein contained, and in order to enable the City to do the things immediately necessary to acquire the properties described in the preamble hereto, and in order to effect the acquisition of such properties by the City at the earliest possible time, the parties hereto mutually covenant and agree as follows, to-wit:

1.

The bankers will do the following:

(a) Immediately upon the execution of this agreement, at their own expense, retain recognized and competent engineers acceptable to the City to investigate and prepare a report on the properties of the company and, based upon the books and records of the company, to make a going concern appraisal of the present value of the company's properties and of the estimated income and operating expenses thereof, under municipal ownership and operation, which report is to consider separately, if necessary, the bus properties, the gas and electric properties serving the City of San Antonio (including in this classification all generating facilities) and the electric properties which lie outside the corporate limits of the City of San Antonio and inside the corporate limits of other municipalities.

(b) At their own expense, retain experienced municipal bond attorneys to make a thorough study of the legal problems involved in the proposed acquisition and financing, to recommend a proposed plan of procedure, to prepare all documents and recommend all proceedings incident to such acquisition and financing and the issuance of bonds, including preparation of the Trust Indenture, and to render assistance to the City Attorney in the preparation, filing and conduct of litigation which may be instituted in connection therewith, and which may, in the opinion of either party hereto, become necessary to establish the legality of any bonds which may be issued hereunder or to procure the approval of such bonds by the Attorney General of the State of Texas.

(c) As soon as the engineering reports have become available showing conditions acceptable to the parties hereto as a basis for the purchase of the properties by the City and the necessary legal procedure is determined, or sooner if deemed advisable by the parties hereto, aid the City in negotiations with the company, in which negotiations the bankers, in conjunction with the City officials, will endeavor to arrange for the sale of the properties by the company to the City on the most favorable terms which can be obtained and to prepare a form of contract between the City

and the company, to which contract the bankers or their nominees may be a party if it shall be necessary under the provisions of the next paragraph hereof.

(d) In the event that it is determined that the bus properties or certain of the electric properties lying outside the city limits cannot legally be acquired by the City, or that such acquisition will not be advantageous to the City, the bankers will either purchase such properties in their own behalf, or will arrange for the sale of such properties to an entity or entities or persons or corporations other than the City, in either event at such price as shall be mutually agreed upon by the parties hereto, so that conveyance to the City of such properties as it can legally and advantageously acquire can be made by the company despite the City's inability or disinclination to acquire certain of the properties.

(e) The bankers further agree to give the City the full benefit of their experience in advising the City throughout the progress of the transaction and, subject to the provisions of this agreement, to cooperate to the fullest extent possible in every action necessary to the end that, when an agreement for the purchase of the properties has been made, consummation of the acquisition will be effected as expeditiously as possible.

II.

The City will do the following:

(a) As soon as an agreement for the purchase of the properties has been entered into between the company and the City or between the bankers and the stockholder of the company, adopt all proceedings and do all things necessary to the authorization and issuance of revenue bonds sufficient in amount to pay the agreed purchase price of the properties, to pay the cost of making such improvements, extensions and additions to the properties as may be considered desirable by the parties hereto, including the cost of the acquisition of other existing generating facilities, and to pay such expenses incurred incident to the acquisition of the properties and issuance of the bonds as are not payable by the bankers under the provisions of this agreement. The proceedings so to be adopted by the City shall include the holding of an election if an election is necessary in the opinion of the City or the bankers for any purpose in connection therewith.

The bonds so to be issued shall be issued under and subject to a trust indenture, all the terms and provisions of which shall be subject to the approval of the parties hereto. Such bonds shall be issued under the revenue bond laws of Texas, shall not be general obligations of the City, shall be secured solely by first lien on the properties acquired by the City and the net revenues therefrom and shall be payable solely as to both principal and interest from such property and net revenues, all as to be provided in the trust indenture. Such bonds shall have such date, be in such denomination and be payable at such place or places as may be recommended by the bankers, shall bear interest at the rate provided for in the bid accepted by the City as hereinafter provided, and shall mature serially over such period of years and in such installments as are recommended by the bankers and are satisfactory to the City, provided that the maturities shall be so arranged that the total amount of principal and interest falling due in any one year shall not be more than two-thirds of the net revenues estimated on the basis of the engineers' reports and estimates for which provision is hereinabove made to be available in such year for the payment of such principal and interest. The bonds may, at the request of the City, be made redeemable at the option of the City on and after five years from their date, in inverse order of maturities, at their principal amount and accrued interest to the date fixed for redemption, plus such premium at the rate of not greater than Fifty Dollars (\$50.00) per \$1,000 bond as may be approved by the bankers.

The trust indenture securing such bonds is to contain such provisions, and proceedings authorizing such bonds are to be adopted and authorized in such manner as shall be approved by the above

mentioned municipal bond attorneys, provided that all such provisions are satisfactory to the parties hereto, and provided further that provision shall be made in the indenture for the management of the properties by a non-political board to be established in such manner and operated under such provisions as shall be agreeable to the City and to the bankers. There shall be specifically stated in the indenture the names of the original members of the board, their terms of office, their duties, the methods of their appointment and succession, the basis of operation, and all other provisions which in the opinion of the City and the bankers are necessary to assure non-political operation of the properties and to assure satisfactory operation and control of the properties.

Such bonds are not to be issued until engineers' reports satisfactory to the parties hereto and disclosing conditions acceptable to the parties hereto have been obtained as above provided and until the bonds have been approved by the Attorney General of Texas and until there is available for the purchaser thereof a legal opinion written by municipal bond attorneys satisfactory to the bankers approving the legality of such bonds and approving the provisions of the indenture which secures such bonds. The bankers agree to pay the expense of such legal opinion and the expense of printing the bonds.

(b) It being recognized that the success of an involved and difficult transaction of the kind contemplated by this agreement must be dependent upon complete cooperation and confidence between the parties thereto, and that the bankers have agreed immediately upon the execution of this agreement to incur expenses and to devote their best efforts to the completion of the transaction on the most advantageous terms which can be obtained for the City, the City will do everything which it legally may to assure the success of the transaction and will during the period covered by this agreement recognize the bankers as its only representatives in respect of this business and will during such period enter into only such arrangement for the acquisition of said properties and the issuance of its bonds as are approved by the bankers under the limitations of and within the provisions of this agreement, and in reciprocal confidence the bankers agree that they will consider themselves to be working with the City in the negotiations with the company, and will accept no commissions or compensation of any kind from the company.

(c) When the bonds contemplated by this agreement shall have been authorized and sold, and simultaneously with the delivery thereof, the City agrees that it will pay the bankers a sum of money equivalent to One and one half per cent ($1\frac{1}{2}$) of the principal amount of the bonds so sold as compensation to the bankers for all services rendered, time spent and costs and expenses incurred under the provisions of this agreement, and thereupon this contract shall be considered terminated and the parties held released from all further liability. It is distinctly understood that in the event, subject to other terms of this contract being fulfilled, the City does not acquire any of these properties and does not issue these bonds, no fee or reimbursement of expenses will be due the bankers.

III.

It is contemplated by the City and the bankers that in working out the details of the proposed acquisition and financing:

(a) Subject to the terms and provisions of the trust indenture, the operating revenues remaining after the payment of operation and maintenance expenses and the payments into the bond interest and sinking funds and depreciation fund for which provision will be made in the indenture, shall be disposed of solely in such manner as shall be specified by the City, and such part thereof as is appropriate may be utilized by the City as reimbursement for such losses as may be suffered by the City and the City schools by reason of transfer of the properties from private to municipal ownership.

IV.

When negotiations with the company shall have been completed and an agreement for the purchase of the company's properties entered into between the company and the City as herein contemplated, and in order that the City may be assured of securing for its bonds the best price obtainable, it is agreed that the City may offer the bonds at public sale pursuant to such advertisement as it may deem proper, and in order that the City may be assured that the bonds can be sold and the proceeds be available for payment of the sum due the company, the bankers guarantee to submit at such sale a bid of not less than their principal amount and accrued interest for bonds issued as herein provided and bearing interest at a rate not exceeding Three and one half per cent (3½%) per annum, provided that the bonds are tendered the bankers for delivery in full compliance with the provisions hereof within a period of not more than sixty days (60) from the date of the execution of this agreement. If the bonds shall not have been delivered to the bankers by said date, the bankers shall have the option of extending the delivery date for such period or periods of time as the bankers shall determine. If the bid submitted by the bankers at such public sale is not at the lowest net interest cost to the City of any received, then the City shall sell the bonds to the lowest bona-fide bidder and the bankers shall have no further liability hereunder.

If the bonds are purchased by the bankers under the provisions of this section, and the bankers shall have so elected, any certified check of the bankers which may at the time of sale be held in escrow under the provisions of Section V hereof shall thereafter be held by the escrow agent bank as a guarantee by the bankers to carry out the obligations assumed in such purchase contract, and the bankers' obligations under this agreement shall be considered to have been fully performed.

It is agreed that the bonds shall be so offered for sale that bids therefor may be conditioned upon delivery of the bonds within a period of thirty days (30) from the date of sale and further that delivery of the bonds pursuant to such sale shall be conditioned upon satisfactory legal opinion and engineers' report as above set out and upon such terms for the protection of the City and the purchasers as are customarily specified in the sale of municipal bonds of like character, including the requirement that each bidder shall submit with his bid a certified check drawn on a bank satisfactory to the City in the sum of Two hundred fifty thousand dollars (\$250,000) as a guarantee of performance, except that in lieu of submitting such check the bankers may elect to stipulate that their escrowed check shall be held as a guarantee of performance in the manner above provided.

V.

In realization of the fact that when negotiations with the company shall have been completed and the City is prepared to enter into an agreement with the company for the purchase of the properties, the City will wish to be assured that funds for the payment of the purchase price will be available, the bankers agree that they will, at that time, as an evidence of their good faith and in order to assure the performance of the bankers' agreement contained in Section IV hereof, deposit in escrow in such bank in the City of San Antonio satisfactory to the bankers as may be selected by the City, a properly certified check drawn on a bank satisfactory to the City in the sum of Two hundred and fifty thousand dollars (\$250,000), which check shall be held uncashed by said bank until such time as the bankers shall have carried out their agreement made in Section IV hereof or shall have defaulted in their obligations under said section. At the time of delivery of the bonds to the bankers and the payment for the bonds by the bankers, or at the time of the sale thereof to other purchasers, as provided in Section IV hereof, or if the bonds have not been legally tendered to the bankers under the provisions hereof within the period specified

in Section IV hereof, or any extension thereof as therein provided, said check shall be returned to the bankers. In the event of default in such obligations by the bankers, said check is to be delivered to the City and is to be accepted by said City as full liquidated damages for all damage or harm suffered by the City by reason of the bankers' failure to carry out their aforesaid obligations.

VI.

This agreement shall remain in full force and effect until the completion of the acquisition and financing for which the agreement is entered into, provided however, that if by July 1, 1943, an agreement for the purchase of the properties has not been entered into between the company and the City, then the City may by proper resolution of its City Council declare this agreement to be rescinded and no longer in effect.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers at San Antonio, Bexar County, Texas, this ____ day of _____, 1942.

--

CITY OF SAN ANTONIO

BY _____
MAYOR

ATTEST:

City Clerk

A. C. ALLYN & COMPANY,
Chicago, Illinois

DEWAR, ROBERTSON & PANCOAST,
San Antonio, Texas

BY _____
W. C. Lyklema

BY _____
H. H. Dewar

On Behalf of Themselves
and the Following Associates:

E. H. ROLLINS & SONS, New York, N.Y.

UNION SECURITIES CORPORATION, New York, N.Y.

MAHAN, DITMAR & COMPANY, San Antonio, Texas

RUSS & COMPANY, San Antonio, Texas

PITMAN & COMPANY, San Antonio, Texas

Approved by ordinance adopted by the Mayor and Commissioners of the City of San Antonio on June _____, 1942.

ATTEST:

Mayor

City Clerk

- - -
A RESOLUTION (1373)

APPROVING AND CONFIRMING OFFER MADE BY C. K. QUIN, MAYOR OF THE CITY OF SAN ANTONIO, TO WILLIAM G. WOOLFOLK, PRESIDENT OF THE AMERICAN LIGHT & TRACTION COMPANY, CHICAGO, ILLINOIS, TO PURCHASE COMMON STOCK OF SAN ANTONIO PUBLIC SERVICE COMPANY.

WHEREAS, William G. Woolfolk, President of The American Light & Traction Co., Chicago, Illinois, owner and holder of all the common stock of the San Antonio Public Service Company, of San Antonio, Texas, in conference with Mayor C. K. Quin, of the City of San Antonio, Texas, in New York City, New York, informed him that he had been authorized by the Board of Directors of The American Light & Traction Co. to sell all of the common stock of the San Antonio Public Service Company for \$10,000,000.00; and,

WHEREAS, C. K. Quin as Mayor of the City of San Antonio, Texas, for and in behalf of the City of San Antonio, thereupon made to said William G. Woolfolk as President of The American Light & Traction Co. an offer to pay \$10,000,000.00 for the common stock of the San Antonio Public Service Company; NOW, THEREFORE:-

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

That the offer made by C. K. Quin as Mayor of the City of San Antonio to William G. Woolfolk as President of The American Light & Traction Co., of Chicago, Illinois, to pay the sum of \$10,000,000.00 for the common stock of the San Antonio Public Service Company, be, and the action of said C. K. Quin as Mayor is hereby duly ratified and approved.

PASSED AND APPROVED this 15th day of June, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

OK-22

- - -
AN ORDINANCE (1370)

AUTHORIZING THE MAYOR TO EXECUTE RENEWAL OF LEASE NO. W359eng-3686 BETWEEN THE CITY OF SAN ANTONIO AND THE UNITED STATES OF AMERICA FOR MILITARY RESERVATION AND AIRPORT FOR PERIOD OF ONE YEAR BEGINNING JULY 1, 1942.

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

1. That the Mayor be and he is hereby authorized to execute, between the City of San Antonio and the United States of America, renewal of lease No. W-359 eng- 3686, covering 346.91 acres of land, more or less, for military reservation and airport; said lease to begin on the 1st day of July, 1942 and expire on the 30th day of June, 1943.

2. PASSED AND APPROVED this 15th day of June, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

OK-23

- - -
AN ORDINANCE (1371)

AUTHORIZING THE MAYOR TO EXECUTE COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SOIL CONSERVATION SERVICE RELATIVE TO THE EXPERIMENTAL FARM IN THE CITY OF SAN ANTONIO FOR THE PERIOD OF ONE YEAR BEGINNING JULY 1, 1942.

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

1. That the Mayor be and he is hereby authorized to execute Cooperative Agreement between the City of San Antonio and the United States Department of Agriculture, Soil Conservation Service, covering the Experimental Farm in the City of San Antonio, Texas, containing 66.9 acres, more or less, same being a part of and located on the Sewer Farm lying west of State Highway No. 66, bounded on the east by said State Highway 66, on the south and west by South Flores Road (formerly known as the Corpus Christi Road) and on the north by the Cemetery Road, together with the houses, barns and outbuildings complete and all appurtenances, easements and fixtures thereunto belonging; said lease to begin on the 1st day of July, 1942 and expire on the 30th day of June, 1943.

2. PASSED AND APPROVED THIS 15th day of June, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

- - -

A RESOLUTION (1372)

BE IT RESOLVED: That the Mayor of the City of San Antonio, Texas, be and he is hereby authorized and directed on behalf of the City of San Antonio to execute and deliver to the Government that certain Supplemental Agreement No. 3 dated the 15th day of June, 1942, and by reference incorporated herein and made a part of this Resolution, said Supplemental Agreement No. 3 covering the following described property situated in the County of Bexar State of Texas:

A tract of land situated in the County of Bexar, State of Texas, being part of the Manuel Leal Survey No. 30, and being more particularly described as follows, all bearings being referred to true north:

From the intersection of the center line of the right-of-way for Cemetery Road and the center line of the right-of-way for U.S. Highway No. 281 south 00° 07' west, 1126.2 feet along said center line of the right-of-way for U.S. Highway No. 281 to a point; thence north 89° 53' west, 60.0 feet to the point of beginning, said point of beginning being on the westerly line of said right-of-way for U. S. Highway No. 281; thence, from said point of beginning, south 00° 07' west, 1160.0 feet along said westerly right-of-way line to a point; thence north 89° 53' west, 680.0 feet to a point; thence north 00° 07' east, 1160.0 feet to a point; thence south 89° 53' east, 680.0 feet to the point of beginning, containing 18.1 acres, more or less.

PASSED AND APPROVED this 15th day of June, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

Appro. No. 919.

OK-24

AN ORDINANCE (1298)

TRANSFERRING TO THE FIREMEN, POLICEMEN AND FIRE ALARM OPERATORS' PENSION FUND ANY BALANCES IN THE 1941 GENERAL FUND - PARKING METER ACCOUNT ON MAY 31, 1942, AFTER EXPENSES FOR MAINTENANCE AND OPERATION FOR MAY 1942 HAVE BEEN DEDUCTED.

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 directed hereby to transfer or cause to be transferred from the 1941 General Fund - Parking Meter Account to the Firemen, Policemen and Fire Alarm Operators' Pension Fund, any balances in the Parking Meter Account on May 31, 1942, after the expenses for maintenance and operation of the Parking Meters for May 1942 have been deducted, as per statement marked "EXHIBIT A", which is attached hereto and made a part hereof.

PASSED AND APPROVED ON THE 28th day of May, A.D. 1942.

C. K. Quin
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

"EXHIBIT A"

TO BE ATTACHED TO ORDINANCE PASSED AND APPROVED - MAY 28, 1942
BEING COUNCIL APPROPRIATION NO. 919.

PARKING METER ACCOUNT:

Total Receipts - June 1, 1941 to May 31, 1942. \$ 124,665.03

Amounts Transferred to Firemen, Policemen
and Fire Alarm Operators' Pension Fund
to meet Pension Payments-
June 1, 1941 to April 30, 1942 \$ 87,000.00

Parking Meter Maintenance and
 Operating Expenses - June 1, 1941
 to April 30, 1942 \$ 22,927.75

Disbursements - June 1, 1941 to April 30, 1942. \$ 109,927.75

\$ 14,737.28

DEDUCT - Parking Meter Maintenance and
 Operating Expenses for May 1942:

Pay Rolls \$1,990.00

Supplies 40.23 2,030.23

AMOUNT TO BE TRANSFERRED TO FIREMEN, POLICEMEN
 AND FIRE ALARM OPERATORS' PENSION FUND \$ 12,707.05

1941 General Fund - Parking Meter Account
 Warrants Issued:

Warrant No. 396 \$ 8,000.00

Warrant No. 422 4,707.05

\$ 12,707.05

OK-25

- - -
 AN ORDINANCE (1384)

AMENDING SECTION ONE OF AN ORDINANCE ENTITLED " AN ORDINANCE
 AMENDING SECTIONS ONE, TWO AND THREE OF AN ORDINANCE ENTITLED
 'AN ORDINANCE REQUIRING ALL EMPLOYEES OF FOOD PRODUCTS ESTAB-
 LISHMENTS TO BE EXAMINED BY THE CITY HEALTH OFFICER, AND TO
 HOLD A CERTIFICATE FROM SUCH OFFICER, SHOWING SUCH EMPLOYEES
 TO BE FREE FROM ALL CONTAGIOUS, COMMUNICABLE OR INFECTIOUS
 DISEASES, AND PROVIDING PENALTIES', PASSED AND APPROVED ON THE
 31ST DAY OF MAY, A.D. 1918, AS AMENDED", PASSED AND APPROVED
 ON THE 11TH DAY OF JANUARY, A.D. 1940.

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

1. That Section One of an ordinance entitled "AN ORDINANCE AMENDING SECTIONS ONE, TWO AND
 THREE OF AN ORDINANCE ENTITLED 'AN ORDINANCE REQUIRING ALL EMPLOYEES OF FOOD PRODUCTS ESTAB-
 LISHMENTS TO BE EXAMINED BY THE CITY HEALTH OFFICER, AND TO HOLD A CERTIFICATE FROM SUCH OFFICER,
 SHOWING SUCH EMPLOYEES TO BE FREE FROM ALL CONTAGIOUS, COMMUNICABLE OR INFECTIOUS DISEASES, AND
 PROVIDING PENALTIES', PASSED AND APPROVED ON THE 31ST DAY OF MAY, A.D. 1918, AS AMENDED", passed
 and approved on the 11th day of January, A.D. 1940, be and the same is hereby amended so that
 said Section One shall hereafter read as follows:-

"SECTION ONE. It shall hereafter be unlawful for any person or persons afflicted with or
 having any contagious, communicable or infectious diseases, in a transmissible stage of such dis-
 ease or diseases, to accept employment or work in, around or about any food products establish-
 ments, hotels, rooming houses, boarding houses, pecan shelling plants and such other establish-
 ments as defined in a certain ordinance entitled 'AN ORDINANCE DEFINING FOOD PRODUCTS ESTABLISH-
 MENTS AND REQUIRING THE LICENSING OF SAME', passed and approved on the 31st day of May, A.D. 1918,
 and every person applying for or accepting such work or employment shall first call upon and be
 examined by a licensed physician or by the City Health Officer and procure an examination certi-
 ficate, showing said applicant to be free from said diseases in a transmissible stage of such
 diseases, and said applicant shall present said examination certificate to the Department of
 Health where a health certificate shall be issued, unless said applicant shall hold a valid
 United States Government health certificate issued within six months preceding the date of appli-
 cation for health certificate, and which said United States Government certificate has been duly
 registered by the Department of Health of the City of San Antonio, and in which event the said
 Department of Health shall then issue its health certificate to such applicant; provided that if
~~if~~ such examination aforesaid be made by a duly licensed private physician, it shall be certified
 to and reported upon a form provided by the Deaprtment of Health and such examination shall be
 the equivalent of that given by the City Health Officer. For the registration of each examina-
 tion certificate and issuance of a health certificate a fee of One (\$1.00) Dollar shall be charged

by the Department of Health of the City of San Antonio. A fee of twenty-five cents (25¢) for a duplicate health certificate shall be charged and same shall be furnished on payment of said fee and written application of certificate holder."

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

3. The fact that there exists a grave, imperative public urgency and an emergency due to the fact that San Antonio has no adequate ordinance for the examination of food handlers, and others named in the above ordinance affecting the public health of our citizens; that this ordinance take effect immediately on its passage by a four-fifths vote of the Board of Commissioners of the City of San Antonio.

PASSED AND APPROVED this 18th day of June, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

OK-26

- - -
AN ORDINANCE (1385)

GRANTING THE REQUEST OF MAIN AVENUE BAPTIST CHURCH OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941, AND YEARS SUBSEQUENT THERETO ON LOTS 7 AND 8, BLOCK 8, NEW CITY BLOCK 794, SITUATED 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 Lots 7 and 8, Block 8, New City Block 794, situated in the City of San Antonio, in the County of Bexar and State of Texas, and owned, held and used by the Main Avenue Baptist Church of San Antonio, Texas, be and is hereby declared exempted from taxation.

2. That the above described property is hereby exempted from taxation for the fiscal year 1941 and the fiscal years subsequent thereto, so long as it is used and held for religious or charitable purposes.

3. PASSED AND APPROVED this 18th day of June, A.D. 1942.

C. K. Quin

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

OK-27

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A RESOLUTION (1416)

AUTHORIZING MAYOR C. K. QUIN, FOR AND IN BEHALF OF THE CITY OF SAN ANTONIO, TO PURCHASE FROM THE AMERICAN LIGHT & TRACTION COMPANY, CHICAGO, ILLINOIS, THE COMMON STOCK OF THE SAN ANTONIO PUBLIC SERVICE COMPANY AND RETIRE BONDED INDEBTEDNESS, OR TO PURCHASE ALL OF THE PROPERTIES AND ASSETS OF THE SAN ANTONIO PUBLIC SERVICE COMPANY.

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

1. That C. K. Quin, as Mayor of the City of San Antonio, be and he is hereby authorized and directed, for and in behalf of the City of San Antonio, to purchase from The American Light & Traction Company, Chicago, Illinois, owner and holder of all of the common stock of the San Antonio Public Service Company, of San Antonio, Texas, all of the common stock of the San Antonio Public Service Company and retire all outstanding indebtedness of said Company, or, should he deem it advisable, to purchase from the American Light & Traction Company, or the San Antonio Public Service Company, all of the properties and assets of the San Antonio Public Service Company, provided, however, that the total amount of the purchase price of the said common stock and the re-