

PASSED AND APPROVED this 30th day of June, A.D. 1941.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

APPROVED: This 10th day of July, A.D. 1941

SOUTHWESTERN LABORATORIES,

By A. H. Preston

* * * * *

03-245

AN ORDINANCE (117)

CREATING AND MANIFESTING A CONTRACT OF EMPLOYMENT WITH
SHILSTONE TESTING LABORATORIES, INC., AS TESTING LABOR-
ATORY, FOR PORTION OF TESTING WORK DURING CONSTRUCTION
OF NEW MUNICIPAL AIRPORT FOR THE CITY OF SAN ANTONIO.

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

1. That this ordinance creates and manifests a contract by and between the City of San Antonio, a municipal corporation, acting by and through its Mayor, duly authorized hereto, hereinafter termed "CITY", and Shilstone Testing Laboratories, Inc., a private corporation, hereinafter called "LABORATORY", which said agreement is in terms, conditions and provisions as hereinafter set forth.
2. The parties hereto, each in consideration of the agreements made herein, have mutually agreed and covenanted, and do hereby mutually agree and covenant, as follows:
3. Laboratory agrees to inspect concrete pipe, test cement, and test reinforcing steel physically, as set forth in its proposal, and as set forth and required in the specifications entitled "Outline of Work to be Performed by Testing Laboratory during Construction of New Municipal Airport for City of San Antonio", a copy of said specifications being hereto attached, marked "Exhibit A", and made a part hereof.
4. Laboratory shall give its personal attention to the execution of this contract, and shall employ only competent and skillful assistants in the performance thereof, and all samples tested shall be saved and delivered to the City.
5. For performance of the services outlined in said specifications and in proposal of Laboratory, the City hereby agrees to and accepts the proposal, dated June 27, 1941, made by the Laboratory, which proposal is hereto attached, marked "Exhibit B", and made a part hereof, and agrees to pay for the services to be rendered, the total sum of approximately \$4,433.00, and payments to be made at the end of each month for that portion of the work completed and accepted during that month.
6. Laboratory binds itself not to assign, sublet or transfer its interest in this agreement without the written consent of the City.

7. It is further understood and agreed that the Laboratory will fully comply with the rules and regulations of the Work Projects Administration as directed by the Acting State Director of said Administration.

PASSED AND APPROVED this 30th day of June, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

APPROVED: This 1st day of July, A.D. 1941

SHILSTONE TESTING LABORATORIES, INC.

By Cecil M. Shilstone

* * * * *

AN ORDINANCE (135)

CANCELLING ABATING A CERTAIN PORTION OF TAXES ON PROPERTY USED

BY N.Y.A. FOR SEWING ROOM PROJECT.

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

1. That a portion of taxes for fiscal year 1941, beginning June 1st, 1941, and ending May 31st, 1942, and for such additional time as the property may be used by the N.Y.A. as a sewing room, on Lot 10, in City Block 36, known as 521 South Laredo Street, in the City of San Antonio, Bexar County, Texas, amounting to the sum of \$300.00 for the fiscal year, at the rate of \$25.00 per month thereof, be and the same are hereby cancelled and abated; such cancellation and remission of taxes on said property to be only for the time said property is used by the N.Y.A. for the Sewing Room Project, said property being assessed in the name of Frank Gerroanni.

2. The City Assessor and the City Tax Collector are hereby directed to amend their records so that taxes on property mentioned above will be collected in accordance with this ordinance.

3. PASSED AND APPROVED this 3 day of July, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

* * * * *

AN ORDINANCE (138)

Appro. No. 81

ADOPTING A BUDGET FOR THE EXPENDITURES FOR OPERATING EXPENSES OUT OF THE 1941 GENERAL FUND OF THE CITY OF SAN ANTONIO DURING THE CURRENT FISCAL YEAR 1941.

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

1. That the budget for the expenditures of the five various Departments for operating expenses out of the 1941 General Fund of the City of San Antonio during the current Fiscal Year beginning the 1st day of June, A.D. 1941, and ending the 31st day of May, A.D. 1942 is the total sum of \$2,919,000.00.

2. Said sum of \$2,919,000.00 is allocated to the five Departments of the City as follows:

To the Department of Public Affairs in General, the sum of...	\$ 421,000.00
To the Department of Taxation, the sum of	116,000.00
To the Department of Sanitation, Parks and Public Property, the sum of...	668,000.00
To the Department of Streets and Public Improvements, the sum of	398,000.00
To the Department of Fire and Police, the sum of	<u>1,316,000.00</u>
	<u>\$2,919,000.00</u>

3. BE IT FURTHER ORDAINED that the sum of \$2,919,000.00 be and the same is hereby appropriated out of the 1941 General Fund, to provide for the operating expenses of the various Departments of the City for the Fiscal Year ending May 31st, 1942, as above set out,

4. The head of each of said five Departments is respectively authorized and directed to allocate said respective funds to the various divisions in his department for the purpose of operating the same during said Fiscal Year.

5. WHEREAS, an emergency is apparent for the immediate preservation of public peace, health and safety, to-wit: to preserve the financial and borrowing credit of the City to secure funds for maintaining the necessary functions of government, and pay the debts of the City, 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 Board of 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, Texas.

6. PASSED AND APPROVED this 7th day of July, A.D. 1941.

C. K. QUIN
M A Y O R

Attest:

Jas. Simpson
City Clerk

* * * *

05-748

AN ORDINANCE (163)

CREATING THE CONTRACT BETWEEN THE FROST NATIONAL BANK OF SAN ANTONIO AND THE CITY OF SAN ANTONIO TO MAKE LOANS TO THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1941.

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

1. This ordinance creates and manifests the contract between the City of San Antonio and 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 receipts from taxes levied for the current fiscal year beginning June 1st, 1941 and ending May 31st, 1942, and the current revenues for said fiscal year as provided by the Charter of the City of San Antonio, in the amounts and upon the terms stated herein.

2. The money borrowed by the City hereunder to be advanced by the Bank on legally contracted notes, which instruments shall provide for final maturity not later than July 1st, 1942, with privilege of prepayment prior to maturity, which instruments shall be drawn in form acceptable to the Bank.

3. Interest to be charged on the loans at the rate of two (2) per cent per annum, calculated and payable monthly, notes and/or advances to draw interest after maturity at the rate of five (5) per cent per annum.

4. The City to pledge as security for such loans the receipts of taxes and the current revenue of the City, excepting receipts, from parking meters, for the fiscal year beginning June 1st, 1941 and ending May 31st, 1942, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, and the notes given by the City to the Bank to cover such loans shall constitute a first lien upon such receipts of taxes and current revenues, excepting receipts from parking meters, for said fiscal year and upon such uncollected back taxes for previous years.

5. The loans and advances to be made by the Bank to the City shall be for the following purposes, for the following months, and in the following amounts, to-wit:

<u>MONTH</u>	<u>GENERAL FUND</u>	<u>LIBRARY FUND</u>
June 1941	\$ 250,000.00	\$ 8,000.00
July 1941	250,000.00	8,000.00
August 1941	250,000.00	8,000.00
September 1941	250,000.00	6,000.00
October 1941	250,000.00	6,000.00
November 1941	225,000.00	6,000.00
December 1941	225,000.00	6,000.00
January 1942	225,000.00	6,000.00
February 1942	225,000.00	6,000.00
March 1942	250,000.00	5,000.00
April 1942	250,000.00	5,000.00
May 1942	269,000.00	5,000.00
TOTAL	\$2,919,000.00	\$ 75,000.00

provided, however, that the amount of the loans and advances for General Fund purposes shall not exceed eighty (80%) per cent of the estimated full collections based upon the General Fund tax rate fixed for the fiscal year as applied to the assessed taxable valuations for the fiscal year, plus all other revenues for general purposes, excepting receipts from parking meters; but in no event shall the total amount of said loans exceed \$2,994,000.00.

6. The Bank shall be under no obligation to lend during any calendar month any amount in excess of the amount above specified for that month, provided, if the City should borrow, during any calendar month, less than the amount specified for that month, then and in that event it may borrow the amount of such deficiency during any future month of said current fiscal year.

7. If the City should incur, during any calendar month of said fiscal year, any expenses, debts or obligations payable out of the receipts of taxes and current revenues of the City for said fiscal year or out of said pledged back taxes, in excess of the amount specified for each month, then and in that event said Bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

8. If the City should default in the payment of any installment of the principal or of the interest on any of its bonds during this fiscal year, then and in that event said Bank shall, at its option, which may be exercised when such default occurs or at any time such default continues, stand and be released from any obligation to make further advances to the City hereunder.

9. In case any check drawn by the City or its authority, during said current fiscal year, upon its depository, is approved by the City Auditor, and is presented to the depository for payment, and such depository raises the question whether same is drawn pursuant to law and in accordance with this ordinance contract, and the City nevertheless insists upon payment thereof by the depository, then and in that event the Bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

10. If said Bank, should, at any time, for any reason, cease to be City depository under the proposal for depository contract submitted herein, or, if any question should arise at any time respecting the kind, amount or value of the securities deposited or tendered by said Bank to secure the City funds deposited or to be deposited with it, which is not settled to the satisfaction of said Bank, then and in either event said Bank, shall, at its option,

stand and be released from any obligation to make any further advances to the City hereunder.

11. The said Frost National Bank, in lieu of a bond, shall pledge and deposit with the City, for the purpose of better securing the payment and accounting for City funds and moneys, legally issued notes of the City of San Antonio and/or marketable securities of any kind, approved by the City, in an amount in value at all times at least equal to the amount of the City funds and moneys on deposit in said depository Bank, and the City of San Antonio may accept such securities by it approved in lieu of personal or security bond or bonds, and such securities so placed and pledged with the City by the Bank shall be deposited in such Bank, but said securities shall be under the dual access of the City and the Bank, that is, same shall be and must be placed and deposited in a safe or safe deposit box having a dual combination or dual lock, so that and to the end that neither the City nor the Bank can enter or open such safe or safe deposit box without the presence and cooperation of the other, or its proper and duly authorized representatives.

12. The City shall have no right to demand that the Bank make any advances hereunder unless and until the City lawfully adopts its budget for this fiscal year, and not then if the amount of the budget adopted exceeds the above said amounts which the Bank proposes to lend to the City.

13. The City to furnish to the Bank legal opinion satisfactory to it of an attorney or attorneys selected by the Bank respecting the validity of the notes issued by the City to the Bank for the money to be advanced by them to the City hereunder, the Bank to be under no obligation to advance money on any note until such opinion is furnished.

14. In case the City shall fail to comply with any of the terms and/or conditions hereof, then and in that event the Bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

15. 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.

16. PASSED AND APPROVED this 10 day of July, A.D. 1941.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

17. IN WITNESS WHEREOF, the Frost National Bank of San Antonio, Texas, aforesaid has caused these presents to be signed by J. H. Frost, its President, thereunto authorized by a vote of said corporation, a copy of which is hereto attached, and its common seal hereunto affixed, this day of A.D. 1941.

THE FROST NATIONAL BANK OF SAN ANTONIO, TEXAS,
By J. H. FROST
Its President.

ATTEST:

Ned McIlhenny
Secretary.
T. V. Mueller
Cashier

* * * *

05-249

AN ORDINANCE (164)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$2,919,000.00 TO
PAY THE CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1941.

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, 1941, and to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1942, 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 \$2,919,000.00, 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 117, both inclusive, and notes Nos. 1 to 116, both inclusive, shall be for the sum of \$25,000.00 each, and note No. 117 shall be for the sum of \$19,000.00.

3. That the above said notes, aggregating \$2,919,000.00, 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 2 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 5 per centum per annum; said notes shall be signed by the Mayor, countersigned by the City 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, 1942, with privilege of prepayment prior to maturity.

4. That the uncollected taxes and revenues of the City of San Antonio for the fiscal year beginning June 1, 1941, and ending May 31, 1942, 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 contract between the City and the Bank for the loan thereof by the Bank to the City, which contract is set out in and evidenced by ordinance passed by the Commissioners of the City, dated July 10, 1941, and recorded in Ordinance Book J, of the City of San Antonio.

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

and Ordinances of said City.

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

"No. _____

\$ _____

UNITED STATES OF AMERICA
THE STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO
1941 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, 1942, 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 2 per cent per annum, payable monthly, and at the rate of 5 per cent per annum after maturity until paid.

This note is one of a series of 117 notes, numbered from 1 to 117, both inclusive, notes Nos. 1 to 116, both inclusive, being for the sum of \$25,000.00 each, and note No. 117 being for the sum of \$19,000.00, aggregating the sum of \$2,919,000.00, 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, 1941 and to supply the needed funds to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1942, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the Commissioners of said City on the 10th day of July, 1941, which ordinance is recorded in Ordinance Book J, 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, having 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, 1941, and ending May 31, 1942, 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 and the City Auditor, and attested by the City Clerk of said City, this the day of _____, 194 ."

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

9. PASSED AND APPROVED this 10th day of July, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

03-250

AN ORDINANCE (180)

CREATING AND MANIFESTING CONTRACT OF LEASE WITH MANUEL AGUILAR
FOR PARKING LOT ON EAST MARKET STREET.

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

1. That this ordinance creates and manifests a lease contract by and between the City of San Antonio, a municipal corporation, situated in the County of Bexar and State of Texas, hereinafter called Lessor, acting by and through its Mayor duly authorized, and Manuel Aguilar, of the County of Bexar and State of Texas, hereinafter called Lessee, WITNESSETH:-

2. That the Lessor grants and the Lessee accepts a least on that certain tract of land situated at the corner of Market Street and Saint Joseph Street, being Lot No. A-5, New City Block No. 872; in accordance with proposal dated July 8, 1941;

3. For the term of one year, beginning on the 15th day of July, A.D. 1941, and expiring at midnight on the 14th day of July, A.D. 1942, at a rental of \$780.00, said rental being payable at the rate of \$65.00 per month in advance.

4. This lease shall be deemed to be renewed and extended for the further term of one year upon the expiration of the term hereby granted, or upon the expiration of the term for which it is extended automatically under the terms of this agreement, unless either party, 10 days prior to the termination thereof, shall give notice in writing to the other party of the intention to surrender, or to take possession of the premises, as the case may be, on the date fixed for the expiration of the term. The rent during any such extended term shall be at the rate of \$65.00 per month, and such renewal and extension shall be upon all the terms and conditions and covenants herein contained. Notice under this clause may be given to the Lessor by writing left personally with the Mayor, and notice under this clause may be given to the Lessee by writing left upon the demised premises or by a letter sent through United States mail, addressed to the Lessee at the demised premises.

5. The Lessee acknowledges that he has examined the property leased and that it is suitable for the purpose for which it is leased and that he takes it as it is.

6. That the Lessee will hold harmless, reimburse and indemnify the Lessor from and against all loss, liabilities and expense that may be incurred from any damage, neglect or misadventure arising from, or in any way growing out of the use, misuse or abuse of the premises herein demised and the mention of a particular contingency does not exclude others but it is the intention of the parties to include all.

7. That the Lessee will not make, or suffer any unlawful, improper or offensive use of the premises, or any use or occupation contrary to any law of the State, or to any Ordinance of the City now in effect, or which hereafter may be made; nor any use which shall be injurious to any person or property.

8. The lessee shall not erect any building on said premises except under written permit first obtained from the Lessor, nor suffer any signs or any advertising to be placed on said premises, except such as the Lessor shall in writing permit.

9. The Lessee shall not assign, under-let or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the Lessor endorsed upon this contract.

10. That at the expiration of the said term, the Lessee will peaceably yield up to the Lessor, or those having its estate therein, the premises and all erections and additions made upon the same, in good repair in all respects, as the same are now, or may be put in by the Lessor.

11. That all property of any kind that may be on the premises during the continuance of this lease, shall be at the sole risk of the Lessee, and the Lessor shall not be liable to

the Lessee, or any other person, for any injury, loss or damage, to any property or any person from any cause on said premises.

12. That no assent, express or implied, by the Lessor to any breach of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

13. Provided, always, and these presents are upon this condition: That if the Lessee, or his representatives, or assigns, shall neglect or fail to perform and observe any covenant herein which on the Lessee's part is to be performed, or if his leasehold estate shall be taken on execution, or if the Lessee shall be declared a bankrupt, or any insolvent, according to law, or shall make an assignment for the benefit of his creditors; then and in such case the Lessor, or those having its estate in the premises, may lawfully, immediately, or any time thereafter, without notice or demand, enter into and upon the demised premises, or any part thereof, in the name of the whole, and reposses the same as of its former estate, and expel the Lessee and those claiming under him, and remove their effects, forcibly if necessary, without taken or deemed to be guilty in any manner of trespass, and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the Lessor for any breach of the Lessee's covenants herein contained, and without having to answer to the Lessee, or those holding under him, for damages in any nature resulting therefrom.

14. The Lessee shall execute and deliver a good and sufficient bond, with two sureties, to be approved by the Mayor, guaranteeing the faithful performance of this contract.

15. This contract shall be accepted and binding upon the parties hereto by virtue of the signatures subscribed to this instrument.

16. PASSED AND APPROVED this 15 day of July, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

17. The foregoing ordinance, constituting a lease contract, between the City of San Antonio and Manuel Aguilar, is accepted in all things by the undersigned, this day of July, A.D. 1941.

Manuel Aguilar
Lessee

THE STATE OF TEXAS,

COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS;

That we, Manuel Aguilar, as principal, and Ma de Jesus Elizondo and William Moke, as sureties, are held and firmly bound unto the City of San Antonio, and its assigns, in the penal sum of \$1,560.00, to the payment of which well and truly to be made, we hereby bind ourselves, and our heirs, executors and administrators, firmly by these presents.

The condition of the above obligation is such that said principal shall faithfully perform and carry out the provisions of the lease contract executed on July 15, 1941, between Manuel Aguilar and the City of San Antonio, a municipal corporation, for parking lot on East Market Street, in the City of San Antonio, Bexar County, Texas.

NOW, THEREFORE, if the said Manuel Aguilar, his heirs, executors, or administrators, shall well and truly perform and carry out the provisions of said lease contract above mentioned, then the above obligation to be null and void; otherwise, to be and remain in full force and effect.

Dated, at San Antonio, Texas, this 18th day of July, A.D. 1941.

APPROVED; This 25th day of July A.D. 1941
C. K. Quin

Manuel Aguilar
Principal

Mayor, City of San Antonio.

Sureties: Ma de Jesus Elizondo
William Moke

05-251

AN ORDINANCE (165)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$75,000.00 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 1941 beginning June 1, 1941, there shall be borrowed and secured from the Frost National Bank an advance of money in the sum of \$75,000.00, 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 75 promissory notes of the City of San Antonio, numbered consecutively from 1 to 75, both inclusive, and said notes shall be for the sum of \$1,000.00 each, the said notes aggregating the sum of \$75,000.00, and shall bear interest at the rate of 2 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 5 per cent per annum after maturity until paid; said notes shall be signed by the Mayor, countersigned by the City 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, 1942, with privilege or 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 - 1941.

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, 1942, 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 2 per cent per annum payable monthly, and at the rate of 5 per cent per annum after maturity until paid.

This note is one of a series of 75 notes, numbered 1 to 75, both inclusive, being of the denomination of \$1,000.00 each, aggregating \$75,000.00 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 banks 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, 1941 and ending May 31, 1942, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the Commissioners of said City on the 10th day of July, 1941, which ordinance is recorded in Ordinance Book J, 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 payees thereof upon payment by said payees of the amount designated in each of said notes, said notes to be delivered to the payees in consecutive numerical order hereinabove designated.

7. PASSED AND APPROVED this 10th day of July, A.D. 1941.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * * *

05-257 A RESOLUTION (207A)

AMERICAN REALTY CORPORATION ADJUSTING DELINQUENT TAX ASSESSMENTS.

BOARD OF COMMISSIONERS OF THE CITY OF SAN ANTONIO.

WHEREAS, the Board of Commissioners of the City of San Antonio under its powers as a Board of Equalization, and under and by virtue of the powers vested in it by an Ordinance of the City of San Antonio passed and approved on the 19th day of June, 1941, adopting the provisions of Art. 7345-d of Vernon's Civil Statutes of the State of Texas, is now called upon on petition of Ben Baines, agent for the American Realty Corporation, a domestic corporation duly incorporated under the laws of the State of Texas, and having its principal office and place of business in San Antonio, Texar County, Texas, to equitably adjust the assessed valuations of the following described property for the following enumerated fiscal years:

<u>Lots.</u>	<u>C. B.</u>	<u>Yrs.</u>
15 to 18 incl.	3410	1929 & '31 to 1939 incl.
22	3410	1929 \$ '31 to 1939 "

<u>Lots</u>	<u>C. B.</u>	<u>Yrs.</u>
23	3410	1929 & '31 to 1939 incl.
18 & 19	2429	1939
17	3430	1929 & '31 to 1939 "
18	3430	1929 & '31 to 1939 "
19	3430	1929 & '31 to 1939 "
20	3430	1929 & '31 to 1939 "
21	3430	1929 & '31 to 1939 "
22	3430	1929 & '31 to 1939 "
23	3430	1929 & '31 to 1939 "
1	3431	1929 & '31 to 1939 "
2	3431	1929 & '31 to 1939 "
3	3431	1929 & '31 to 1939 "
4	3431	1929 & '31 to 1939 "
5	3431	1929 & '31 to 1939 "
6 to 8 incl	3431	1929 & '31 to 1939 "
23 to 32 "	3439	1929 & '31 to 1939 "
27	3441	1929 & '31 to 1939 "
1 to 3 "	3447	1929 & '31 to 1939 "
5 to 7 "	3447	1929 & '31 to 1939 "
9 to 11 "	3447	1929 & '31 to 1939 "
13 to 14 "	3447	1929 & '31 to 1939 "
17 to 22 "	3439	1929 & '31 to 1939 "

which assessments the above mentioned Peititioner alleges to be discriminatory and out of proportion to the taxable value of said property.

WHEREAS the Board of Commissioners has heard evidence from competent disinterested witnesses, and has made personal independent investigations in regard to the alleged overvaluation of the above described property, and it appears to this Board that the assessments complained of were discriminatory and out of proportion to the taxable value of the property described aforesaid, and that the enforced collection of the delinquent taxes on said property would be inequitable and confiscatory because of the long delinquency.

Now therefore, be it resolved that the assessed valuations on the following described property for the enumerated fiscal years be and the same are hereby adjusted from the inequitable and discriminatory previous assessments to the following amounts:

<u>Lots.</u>	<u>C. B.</u>	<u>YRS.</u>	<u>Adj.Val per Year.</u>	<u>Total Sum Due.</u>
15 to 18 inc.	3410	1929 & '31 to 1939 incl.	\$ 440.00	\$ 120.04
22	3410	1929 & '31 to 1939 "	100.00	27.28
23	3410	1929 & '31 to 1939 "	100.00	27.28
18 & 19 "	3429	1939	320.00	9.18
17	3430	1929 & '31 to 1939 "	90.00	24.54
18	3430	1929 & '31 to 1939 "	80.00	21.82
19	3430	1929 & '31 to 1939 "	80.00	21.82
20	3430	1929 & '31 to 1939 "	80.00	21.82
21	3430	1929 & '31 to 1939 "	80.00	21.82
22	3430	1929 & '31 to 1939 "	80.00	21.82
23	3430	1929 & '31 to 1939 "	80.00	21.82
1	3431	1929 & '31 to 1939 "	90.00	24.54
2	3431	1929 & '31 to 1939 "	80.00	21.82

<u>Lots</u>	<u>C.B.</u>	<u>YRS.</u>	<u>Adj.Val per year.</u>	<u>Total Sum Due.</u>
3	3431	1929 & '31 to 1939 incl.	\$ 80.00	21.82
4	3431	1929 & '31 to 1939 "	80.00	21.82
5	3431	1929 & '31 to 1939 "	80.00	21.82
6	3431	1929 & '31 to 1939 "	80.00	21.82
7	3431	1929 & '31 to 1939 "	80.00	21.82
8	3431	1929 & '31 to 1939 "	80.00	21.82
23 to 30 Inc.	3439	1929 & '31 to 1939 "	640.00)	} - - - 221.61
31 & 32 "	3439	1929 & '31 to 1939 "	180.00)	
27	3441	1929 & '31 to 1939 "	160.00	43.64
1	3447	1929 & '31 to 1939 "	90.00	24.54
2	3447	1929 & '31 to 1939 "	90.00	24.54
3	3447	1929 & '31 to 1939 "	90.00	24.54
5	3447	1929 & '31 to 1939 "	90.00	24.54
6	3447	1929 & '31 to 1939 "	90.00	24.54
7	3447	1929 & '31 to 1939 "	90.00	24.54
9	3447	1929 & '31 to 1939 "	90.00	24.54
10	3447	1929 & '31 to 1939 "	90.00	24.54
11	3447	1929 & '31 to 1939 "	90.00	24.54
13	3447	1929 & '31 to 1939 "	90.00	24.54
14	3447	1929 & '31 to 1939 "	90.00	24.54
17 to 22 incl.	3439	1929 & '31 to 1939 "	490.00	133.67

which adjusted valuations this Board of Commissioners finds equitable and just.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

* * * *

03-253

AN ORDINANCE (166)

AUTHORIZING THE ISSUANCE, EXECUTION AND DELIVERY OF CITY OF SAN ANTONIO PROMISSORY NOTES, TO EVIDENCE MONEY BORROWED FOR THE USE OF THE CITY OF SAN ANTONIO FOR PAYMENT OF OPERATING EXPENSES OF SAID CITY FOR THE FISCAL YEAR ENDING MAY 31, 1941, AND PLEDGING AS SECURITY FOR SUCH LOAN THE UNCOLLECTED TAXES AND REVENUES OF SAID CITY FOR SAID FISCAL YEAR AND ALL PREVIOUS YEARS.

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

1. That for the purpose of paying off the debts of the City of San Antonio incurred for current expenses during the fiscal year beginning June 1, 1940 and ending May 31, 1941, there shall be borrowed and secured from the Frost National Bank of San Antonio, Texas, an advance of money for said purposes, in the amount of One Hundred and Fifty Thousand (\$150,000.00) Dollars, and to evidence said loans, promissory notes of the City of San Antonio shall be executed and delivered to said Frost National Bank of San Antonio, Texas, under and by virtue of the Charter of said City, and the Constitution and Laws of the State of Texas; said notes shall be numbered consecutively from one (1) to Fifteen (15), both inclusive, and shall be of the denomination of Ten Thousand (\$10,000.00) Dollars each, aggregating the sum of One Hundred and Fifty Thousand (\$150,000.00) Dollars.

2. Said notes shall be payable to bearer at the Frost National Bank of San Antonio, Texas, which notes shall be dated the day and date they are executed, shall become due and payable on or before the first day of July, A.D. 1942, and shall bear interest at the rate of two (2) per centum per annum from date hereof until paid; Provided that interest shall be paid only on cash actually advanced on said notes, and only from the dates of such advancements; said notes shall be signed by the Mayor, countersigned by the City Treasurer and the City Auditor and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed on each of said notes; provided, that said notes or advances made by said bank to said City shall draw interest after their maturity, at the rate of five (5) per centum per annum; all advances to be made on legally contracted warrants and/or notes, which instruments shall provide for final maturity of note not later than July 1, 1942, with privilege of prepayment of principal and accrued interest to date of payment, at any time prior to maturity; and the warrants and/or notes shall constitute a first lien upon the uncollected and unpledged revenues arising from taxation and all other sources for the fiscal year beginning June 1, 1940 and ending May 31, 1942, and all previous years, and said revenues are hereby irrevocably pledged for the payment of said notes and advances; and said notes and all interest thereon shall be paid from said income before such revenues may be lawfully appropriated to any other purpose or object whatsoever.

3. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness incurred for current expenses of said City during said fiscal year ending May 31, 1941.

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

"No. _____

\$10,000.00

UNITED STATES OF AMERICA
THE STATE OF TEXAS,
COUNTY OF BEXAR.
CITY OF SAN ANTONIO PROMISSORY 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, A.D. 1942, the principal sum of Ten Thousand (\$10,000.00) Dollars in lawful money of the United States of America, together with interest thereon from date hereof until paid, at the rate of two (2) percentum per annum, payable monthly, and at the rate of five (5) per centum per annum after maturity until paid.

This note is one of a series of fifteen (15) notes, numbered from one (1) to fifteen (15), inclusive, of the denomination of Ten Thousand (\$10,000.00) Dollars each, aggregating One Hundred and Fifty Thousand (\$150,000.00) Dollars, 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 off certain indebtedness incurred for current expenses of said City during the fiscal year beginning June 1, 1940, and to supply the needed funds to pay current expenses of said City for the remainder of said fiscal year, ending May 31, 1941, 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 _____ day of July, A.D. 1941, which ordinance is recorded in Volume _____, on pages _____ of the Ordinances 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 Bank 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, having been properly done and performed, and have happened in regular and due time, form and manner, as required by law; and that the full faith and credit of said City of San Antonio and the uncollected and unpledged revenues arising from taxation and all other sources for the fiscal year beginning June 1, 1940, and ending May 31, 1941, and all previous years, 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 affixed, and this note to be signed by the Mayor, countersigned by the City Treasurer and the City Auditor, and attested by the City Clerk of said City, this the _____ day of _____, A.D. 1941.

ATTEST:

Jas. Simpson
City Clerk, City of
San Antonio, Texas

CITY OF SAN ANTONIO, TEXAS

by C. K. QUIN, Mayor

COUNTERSIGNED:

Treasurer, City of San Antonio, Texas

Auditor, City of San Antonio, Texas

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

PASSED AND APPROVED this the 10 day of July, A.D. 1941

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

05-254

CONTRACT /

(Pertaining to Ordinance 3010, "Authorizing the Mayor to execute agreement between the City of San Antonio and Bexar County Water Control and Improvement District No. 7 for the operation of the Sanitary Sewage System and the assumption of Bonds of said Districts.) Ordinance listed on Page 317, Ordinance Book "J".

THE STATE OF TEXAS |
COUNTY OF BEXAR |

BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER SEVEN:

On this, the 19th day of April, 1941, the Board of Directors of Bexar County Water Control and Improvement District Number Seven, of Bexar County, Texas, convened at their regular meeting place, pursuant to due notice of call by the President, with the following members thereof being present, namely:

- Walter C. Sparks, President and Director
G. F. Bauch, Vice-President and Director,
D. M. Parkinson, Director,
E. F. Dreyer, Secretary and Director,

the following proceedings were had, to-wit:

WHEREAS, there came on to be considered the matter of the District entering into a contract and agreement by and between the City of San Antonio, Bexar County, Texas, and Bexar County Water Control and Improvement District Number Seven, in respect to matters concerning the sanitary sewage disposal system of the District and the \$29,000.00 outstanding bonded indebtedness of the District, which said contract and agreement on the part of the City of San Antonio, Texas, was approved by ordinance adopted by the governing body of such City of San Antonio on the 17th day of April, 1941, and is now before the Board of Directors of Bexar County Water Control and Improvement District Number Seven for action and approval thereof, and which reads in words and figures as follows:

THE STATE OF TEXAS |
COUNTY OF BEXAR |

THIS AGREEMENT by and between the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas, and BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER SEVEN, a municipal corporation of Bexar County, Texas, hereinafter called "City" and "District", respectively,

W I T N E S S E T H :

WHEREAS, the District heretofore in the year 1937 was duly organized under the laws of the State of Texas as a water control and improvement district situated wholly within the County of Bexar, Texas, with metes and bounds as follows:

Beginning at the intersection of the center lines of McCullough Avenue and Wildwood Drive, thence west with the center line of Wildwood Drive 1502.9' more or less to a point on the prolongation of the east line of Block 8 Olmos Park Terrace.

Thence in a southeasterly direction with the east line of Blocks 8 and 9 Olmos Park Terrace 498.6 ft to the southeast corner of Lot 35 Block 9 Olmos Park Terrace.

Thence west with the south line of Lots 35 to 18,

incl. of Block 9, Olmos Park Terrace 482.05 ft. to a point in the south line of Lot 18, Block 9, being also the northeast corner of Lot 36, Block 9, Olmos Park Terrace.

Thence in a southerly direction with the east line of Lots 36 to 40, incl., of Block 9, Olmos Park Terrace, 513.75 ft. to the southeast corner of Lot 40, Block 9, Olmos Park Terrace.

Thence west with the south line of Lot 40, Block 9, Olmos Park Terrace and the prolongation thereof, 459.7 ft. to the center line of San Pedro Avenue.

Thence north with the center line of San Pedro Avenue, 4157.4 ft. more or less to the south line of Basse Road.

Thence east with the south line of Basse Road 633.4 ft more or less to its intersection with the west line of Contour Drive.

Thence following the meanderings of the West and south lines of Contour Drive in a general southeasterly direction to the center line of McCullough Avenue.

Thence south with the center line of McCullough Avenue 2066.6 ft. more or less to the point of beginning. Containing approximately 167.9 acres more or less.

and

WHEREAS, said District, in the year 1937, voted in favor of, authorized and issued its bonds in the principal amount of Forty Thousand (\$40,000.00) Dollars, of which there is now outstanding and unpaid by the District the following described bonds and interest coupons thereof:

(a) Bonds:-

\$29,000.00, principal amount, BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER SEVEN SEWER CONSTRUCTION BONDS OF 1937, dated September 15th, 1937, in the denomination of \$1,000.00 each, bearing interest at the rate of five per centum (5%) per annum due semi-annually on the 15th day of March and 15th day of September of each year, being bonds numbered and maturing as follows:

<u>BOND NUMBERS</u>	<u>DATES OF MATURITY</u>	<u>AMOUNT</u>
2	March 15th, 1941	\$ 1,000.00
3	March 15th, 1942	1,000.00
4	March 15th, 1943	1,000.00
5	March 15th, 1944	1,000.00
6	March 15th, 1945	1,000.00
7 and 8	March 15th, 1946	2,000.00
9 and 10	March 15, 1947	2,000.00
11 and 12	March 15th, 1948	2,000.00
13 and 14	March 15th, 1949	2,000.00
15 and 16	March 15th, 1950	2,000.00
17 and 18	March 15th, 1951	2,000.00
19 and 20	March 15th, 1952	2,000.00
21 and 22	March 15th, 1953	2,000.00
23 and 24	March 15th, 1954	2,000.00
25 and 26	March 15th, 1955	2,000.00
27 and 28	March 15th, 1956	2,000.00
29 and 30	March 15th, 1957	2,000.00

(b) Interest Coupons:-

Coupon No. 8, Due September 15th, 1941, and all subsequent semi-annual coupons to the respective maturity of Bonds Nos. 3 to 30, inclusive, above described;

and

WHEREAS, from the proceeds received from the sale of \$30,000.00 of bonds of such District, (\$10,000.00 of said issue of bonds never having been sold but intentionally cancelled and destroyed) said District constructed a sanitary sewer system to serve said District, and said District has been and is now operating said sanitary sewer system; and

WHEREAS, heretofore on the 31st day of May, 1940, the City of San Antonio annexed to said City a territory adjacent to the then City Limits of said City, which said territory so annexed on the 31st day of May, 1940, included the area of said District; and

WHEREAS, all of the taxable property situated within said District is subject to the levy of a tax to pay off and discharge all of said above described outstanding bonds of the District and the interest thereon according to their purport and tenor, and the District for said purpose has been annually (except for the year 1940) levying an ad valorem tax for interest and sinking fund purposes; and

WHEREAS, the City of San Antonio has levied, for its fiscal year beginning June 1st, 1940, and ending May 31st, 1941, the general City Tax for all purposes, including sewer facilities and the charges thereon, on all property subject to taxation with the City including the area of said District now a part of the City; and since the City annually levies a tax, or otherwise provides funds, for sanitary sewer facilities and its charges, for the entire City, and since it is desired to avert a duplicity of purpose and charges, it is desired to have the City assume jurisdiction and control over said sanitary sewer system so as to relieve the District of necessity of levying in the future any tax for either maintenance or operation of said District or its sanitary sewer system or for the retirement of said above described outstanding bonds or any interest thereon;

NOW, THEREFORE,

IT IS MUTUALLY AGREED by and between the District and the City as follows, to-wit:

- 1 -

The City agrees that it will:

- (1) Pay for, do and perform all things necessary to operate, maintain and keep in repair the said sanitary sewer system of the District, and all the component parts of said system, from and after June 1st, 1940.
- (2) Examine applications for all connections hereafter made to said system, inspect all connections hereafter made, and apply and enforce to and against the system of the District all ordinances and regulations of the City concerning sewers or sewerage system of said City.
- (3) Furnish, keep and preserve proper records of applications for connections, permits issued therefor, evidences showing inspection of connections hereafter made, and all extensions, additions, improvements or changes that may be made to said system from time to time, all of which shall be at the cost and expense of said City.
- (4) Require no payments to be made by the District to the City for sewage disposal for the period commencing June 1st, 1940, as is provided in the contract dated the 10th day of June, 1937, now existing between the City and the District for sewage disposal, and will not require the District to maintain any further records of the amount of sewage disposal as provided in said contract.
- (5) Reimburse or pay to the District the amount of \$251.58, being the amount paid by the District for the operation and maintenance of said sewer system from June 1st, 1940, to date.
- (6) In the event the District will be required to hereafter take over, operate and maintain said sanitary sewer system, the City will replace or pay the District for the cost of replacing any machinery, equipment, or part of the system, that is now in said system as may be hereafter removed by the City, which at the time control of the system is resumed by the District is necessary for use in said sewer system for the operation and maintenance thereof by the District.
- (7) Not hold the District liable for any operation or maintenance expense or for any improvements or changes made to said sanitary sewer system during the time it is maintained and operated by the City; and so long as the said sewer system is under the jurisdiction and control of said City that it will indemnify said District against each and every claim, demand or cause of action that may arise out of the operation and maintenance of said system by the City.
- (8) Pay the above described \$29,000.00, principal amount of bonds of said District now outstanding and all outstanding and unpaid interest thereon as above described according to their purport and tenor, however, it is agreed that the City may purchase any of said bonds, prior to their maturity and as to any bonds so purchased the City may either cancel such indebtedness or effect a refunding thereof as a debt and obligation of the City of San Antonio.

-11-

The District agrees that it will:

- (1) Permit the City of San Antonio to maintain, control, use, operated, extend, repair or improve the said sanitary sewer system for the period commencing as of June 1st, 1940.
- (2) Pay to the City the Sum of \$50.89, being the amount of sewage due by the District to the City for the period from April 1st, 1940, to June 1st, 1940, under the sewage disposal contract of the 10th day of June, 1937, now existing between the City and the District.
- (3) Pay to the City all monies now on hand to the credit of the interest and sinking fund for the payment of the above described issue of bonds of said District, and to pay over as collected all future collections of delinquent taxes for the year 1939 and all years prior theretofore levied by the District for interest and sinking fund purposes of said issue of bonds.

(4) Not levy taxes hereafter for either sinking fund purposes, maintenance or operation expenses, or for any other purpose until and unless required by the failure of the City to pay the sums necessary to discharge the above described bonded indebtedness, both principal and interest, as the same matures or for failure of the City to adequately operate and maintain said sewer system, or unless required by law or order of a Court of competent jurisdiction.

(5) To furnish the City a record of all sewer connections heretofore made in the District.

- III -

That when the above described outstanding bonds of the District and all interest thereon shall have been paid off and discharged by City of San Antonio, or refunded by said City, so that the same shall not constitute a debt of the District, the entire sewer system of said District shall be and thereupon become the absolute property of the City of San Antonio.

- IV -

That nothing herein contained shall be construed to cancel the sewage disposal contract dated the 10th day of June 1937, now existing between the City and the District, but during the time the City shall have control and operation of said sewer system said contract shall be suspended and shall not be deemed to have been cancelled but shall terminate as of the date therein provided or upon the title to the said sanitary sewer system becoming vested in the City of San Antonio as provided herein.

- V -

This agreement and the matters herein contained shall and does constitute the entire agreement between the parties on the subject.

- VI -

It is mutually agreed between District and City that this agreement shall become effective as of June 1st, 1940, upon the approval of the same by proper resolution or ordinance of the respective governing bodies of the parties.

EXECUTED at San Antonio, Texas, this, the _____ day of _____, A.D. 1941.

CITY OF SAN ANTONIO, TEXAS

By _____
Mayor.

Attest:

City Clerk.

BEXAR COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER SEVEN,

By _____
President, Board of Directors.

ATTEST:

Secretary.

and

WHEREAS, the Board of Directors upon diligent inquiry and consideration finds it would be to the best interest and advantage of said District to enter into said above set forth contract and accordingly desires to so order that same be approved and adopted, and the President of the Board of Directors of Bexar County Water Control and Improvement District Number Seven authorized and empowered to sign and the Secretary of the Board of Directors to attest and impress the seal upon said contract and agreement for and on behalf of said Bexar County Water Control and Improvement District Number Seven and as the act and contract of said District; NOW THEREFORE,

BE IT ORDERED AND RESOLVED BY THE BOARD OF DIRECTORS OF BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER SEVEN, OF BEXAR COUNTY, TEXAS:

- 1 -

That the contract and agreement hereinabove set forth shall be, and it is hereby, APPROVED, and Bexar County Water Control and Improvement District Number Seven does hereby enter into the contract and agreement with the said City of San Antonio, Texas, for the consideration and upon the terms and conditions hereinabove set forth.

- II -

That Walter C. Sparks, President of the Board of Directors of Bexar County Water Control and Improvement District Number Seven, shall be, and he is hereby, duly AUTHORIZED and fully EMPOWERED to enter into and execute said contract and agreement for and in the name of the said Bexar County Water Control and Improvement District Number Seven, and the Secretary of the Board of Directors of Bexar County Water Control and Improvement District Number Seven shall be, and he is hereby, duly AUTHORIZED and fully EMPOWERED to attest and place the seal of the District on said contract and agreement for and on behalf of said District.

Whereupon, the above order and resolution having been read by the Secretary of the Board of Directors of said District, it was moved by Director D. M. Parkinson that the same do pass, which motion was seconded by Director G. F. Bauch, and upon the question being called for, the following Directors: Walter C. Sparks, G. F. Bauch, E. F. Dreyer, and D. M. Parkinson, voted AYE; and None voted NO.

PASSED AND APPROVED, AND WITNESS THE SIGNATURES OF THE MEMBERS OF THE BOARD OF DIRECTORS OF BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER SEVEN, OF BEXAR COUNTY, TEXAS, this, the 19th day of April, 1941.

(Signed) W. C. Sparks, President and Director,
" G. F. Bauch, Vice-President and Director,
" D. M. Parkinson, D. M. Parkinson,
" E. F. Dreyer, Secretary and Director

THE STATE OF TEXAS
COUNTY OF BEXAR
BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER SEVEN

I, E. F. Dreyer, Secretary of the Board of Directors of Bexar County Water Control and Improvement District Number Seven, of Bexar County, Texas, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an order and resolution passed by the Board of Directors of said Bexar County Water Control and Improvement District Number Seven on the 19th day of April, 1941, which appears of record in Book 1, Page 263, et seq. of the Minutes of said Board.

WITNESS MY HAND AND SEAL OF SAID DISTRICT, this, the 29 day of April, 1941.

E. F. Dreyer
Secretary, Board of Directors, Bexar County
Water Control and Improvement District Number Seven,
of Bexar County, Texas.

(SEAL OF DISTRICT)

05-255

AN ORDINANCE (236)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE OCCUPANCY GRANT TO THE UNITED STATES GOVERNMENT FEDERAL SECURITY AGENCY, NATIONAL YOUTH ADMINISTRATION - ON TRACT OF LAND OUT OF THE EXPOSITION PARK FOR USE BY VARIOUS TYPES OF SHOPS.

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 Occupancy Grant to the United States Government - Federal Security Agency, National Youth Administration - on tract of land out of Lot No. 6, Range 1, District 1 of Original City Tract, City of San Antonio, Bexar County, Texas, 669 feet east of center line of M K & T Railroad and north of St. Hedwig Road, containing 27.7 acres, being a part of the Exposition Park.

2. That said Occupancy Grant shall be for a period of ten (10) years from July 24, 1941 to July 24, 1951, and said tract of land shall be used for various types of shops - laundry, sewing room and warehouses; all as more particularly set forth in Occupancy Grant, and exhibits thereto, attached hereto and made a part hereof.

3. PASSED AND APPROVED this 24 day of July, A.D. 1941.

C. K. QUIN
M A Y O R

Attest:

Jas. Simpson
City Clerk

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05-256

AN ORDINANCE (238)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO AND PRESCRIBING PENALTIES FOR VIOLATIONS THEREOF", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON JANUARY 13, 1913, AS AMENDED.

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

1. That an ordinance entitled "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO AND PRESCRIBING PENALTIES FOR VIOLATIONS THEREOF", passed and approved by the Commissioners of the City of San Antonio, on January 13, 1913, as amended, be and the same is hereby amended so that Section 129 thereof shall hereafter read as follows:-

2. "Section 129 - The License and Dues Collector of the City of San Antonio shall collect in advance from every person, firm or corporation desiring any building permit for the work hereinafter named, when the same is required by the Charter and Ordinances of the City of San Antonio the following fees:

For the erection or repair of any building costing less than \$50.00	.50 cents
For the erection or repair of any building costing more than \$50.00 and less than \$100.00	.75 cents
For the erection or repair of any building costing more than \$100.00 and less than \$150.00	\$ 1.00
For the erection or repair of any building costing more than \$150.00 and less than \$500.00	\$ 1.50
For the erection or repair of any building costing more than \$500.00 and less than \$1,000.00	\$2.00

For the erection or repair of any building costing more than \$1,000.00 and less than \$1,500.00	\$ 2.50
For the erection or repair of any building costing more than \$1,500.00 and less than \$2,000.00	\$ 3.00
For the erection or repair of any building costing more than \$2,000.00 and less than \$3,000.00	\$ 3.50
For the erection or repair of any building costing more than \$3,000.00 and less than \$3,500.00	\$ 4.00
For the erection or repair of any building costing more than \$3,500.00 and less than \$4,000.00	\$ 4.50
For the erection or repair of any building costing more than \$4,000.00 and less than \$5,000.00	\$ 5.00
For the erection or repair of any building costing more than \$5,000.00, one-tenth (1/10) of one (1) percent of the estimated cost.	

3. PASSED AND APPROVED this 24 day of July, A.D. 1941.

C. K. QUIN
M A Y O R

Attest:

Jas. Simpson
City Clerk

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05-257

AN ORDINANCE (241) (Lease Contract Ord.Bk "J",page 431)

AUTHORIZING THE MAYOR TO EXECUTE LEASE WITH J. R. KAUFFMANN

ON FIRE STATION NO. 19, AT SOUTH FLORES AND ROBERT E. LEE STREETS.

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

1. That the Mayor is authorized to enter into a lease agreement with J. R. Kauffmann on Fire Station No. 19, at South Flores Street and Robert E. Lee Street, from the 1st day of June, A.D. 1941, for a period of 24 months, at a rental of \$50.00 per month in advance for the first 12 months, beginning June 1st, 1941, and \$55.00 per month for the next 6 months beginning June 1st, 1942, and \$60.00 per month until the expiration thereof, said lease to contain a provision that the Lessees will re-landscape, paint and repair said property and carry public liability insurance in the amount of \$10,000.00.

2. PASSED AND APPROVED this 24 day of July, A.D. 1941.

C. K. QUIN
M A Y O R

Attest:

Jas. Simpson
City Clerk

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05-258

AN ORDINANCE (245)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF SOLDIER RECREATION BUILDING.

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 Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration, of the United States Government, for Government Construction Project of Soldier Recreation Building to be located on New City Block 552, in the City of San Antonio, Bexar County, Texas, and known as Old Turner Hall property, and all other instruments necessary in connection therewith.

2. PASSED AND APPROVED this 28 day of July, A.D. 1941.

C. K. QUIN

M A Y O R

Attest

Jas. Simpson

City Clerk

* * * *

05-259

AN ORDINANCE (246)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH GORDON M. SMITH, DeHAVEN PITTS AND CHAS. T. WEIDNER, ASSOCIATED ARCHITECTS FOR ARCHITECTURAL SERVICES IN RELATION TO CONSTRUCTION PROJECT OF SOLDIERS RECREATION BUILDING.

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 contract with Gordon M. Smith, DeHaven Pitts and Chas. T. Weidner, Associated Architects, of San Antonio, Texas, as Architects, for all architectural services to be rendered in relation to the Construction Project of Soldiers Recreation Building to be located on New City Block 552, in the City of San Antonio, Texas, known as Old Turner Hall property, at a total fee not to exceed \$3,600.00.

2. PASSED AND APPROVED this 28 day of July, A.D. 1941.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

* * * *

LEASE CONTRACT

Between

MILAM CHEVROLET CO

and

CITY OF SAN ANTONIO

STATE OF TEXAS,
COUNTY OF BEXAR.

This agreement, made and entered into by and between MILAM CHEVROLET COMPANY, a partnership composed of Joe Freeman, Harold M. Freeman, and Mrs. Emma Freeman, a feme sole, and Clarence S. Freeman, all of San Antonio, Texas, herein referred to as "LESSOR" and CITY OF SAN ANTONIO, as "LESSEE", herein referred to as "City", and acting by and through its Mayor, pursuant to an ordinance of authorization and acceptance heretofore passed and approved.

The undersigned Lessor does hereby lease and demise, and the undersigned City hereby hires subject to the terms and conditions hereinafter set forth, the property described below complete with special equipment to be delivered to the City of San Antonio:

20 - 156 5/8 COE Chevrolet Trucks equipped with 20 - Garbage bodies made by Acme Iron & Wire Company and further described in bid on file from Lessor with the City Clerk of the City of San Antonio.

For the use and lease of said property City agrees to pay the sum of \$40,180.00, payable as follows:

The sum of \$20,090.00 shall be paid in nine equal monthly installments of \$2,232.22 each, beginning August 15, 1940 and continuing on the 15th of each and every month thereafter until paid, and bearing interest at the rate of 6% from and after August 15, 1940;

The sum of \$20,090.00 payable in nine equal monthly installments of \$2,232.22 each, beginning June 1, 1941 and continuing on the first of each and every month thereafter until paid, and bearing interest at the rate of 6% from and after August 15, 1940;

It is agreed and understood that the City shall have option to pay any number of said payments in advance at any time during the life of this contract, and shall pay accrued interest on same as of the date of said advance payments and no further interest on such payments made in advance shall become due or payable;

The City reserves the right to cancel said lease at any installment-paying date after nine of said monthly payments, or the equivalent thereof, have been paid, together with the return of said property in good condition, reasonable wear and tear excepted.

The above property shall, and is expressly intended to remain personal property.

The City shall keep said property free of all taxes, liens, or incumbrances, and in the event of wrecks or damage to any of said property repair at City's cost. Shall not use same improperly, nor shall any interest in said property or this contract be assigned without the consent, in writing, of both parties hereto.

No transfer, extension or assignment of this contract, or any interest hereunder, or loss, injury or destruction of said property shall release the City from the obligation hereunder.

City agrees to surrender said property to Lessor or any assignee at the expiration of this lease in as good condition as when received, natural wear excepted. If at the time for such surrender of said property all the terms of payment and agreements or conditions herein have been duly performed and complied with and said City desires to purchase said property, Lessor agrees to sell and convey title to same for the sum of One Dollar.

The City agrees to indemnify Lessor for any and all lawful claims or liabilities arising by reason of the possession and use of said equipment by the City during the term of this lease.

There are no understandings, agreements, representations, or warranties, expressed implied, not specified herein.

Executed and delivered this 15th day of July, A.D. 1940.

MILAM CHEVROLET COMPANY

BY Harold M. Freeman

Lessor.

Attest:

E. L. Fries,
Asst. City Clerk

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05-260 AN ORDINANCE (268)

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND
MRS. K. E. JINGU, LEASING THE JAPANESE TEA GARDEN.

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

1. That this ordinance creates and manifests a lease contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called CITY, acting by and through its Mayor, and Mrs. K. E. Jingu, a feme sole, a resident of San Antonio, Texas, hereinafter called LESSEE, as follows:

2. That the City leases to the Lessee for a term of one year, beginning August 1, 1941, and ending July 31, 1942, the privileges and concessions for the use of the premises known as the Japanese Tea Garden, on corporate property of the City of San Antonio, now occupied by the Tenant, for the purpose of residence and the sale of fruit drinks, tea, sandwiches, lunches and novelties.

3. No advertisement of any kind or description shall be placed by the Lessee on the premises.

4. Products manufactured in San Antonio shall receive preference, the price and quality being equal to the products manufactured elsewhere. The Lessee shall not permit substitution or misrepresentation of products.

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

6. Lessee agrees that she will not sublet said premises or any part thereof without the written permission of the City, which permission may be revoked at any time.

7. Should it be found or determined at any time that any of the rights, privileges and concessions herein granted to the Lessee, are in conflict with any restrictions, requirements or limitations contained in the deed, dedication, or grant of the realty herein described under which the title, or use of said place has been vested in the City of San Antonio or dedicated to the public; then, and in that event, the rights herein granted shall be cancelled automatically as to that portion of this contract granting the privileges, rights and concession, in conflict with such limitations; it being the intention of the Commissioners of the City of San Antonio and the Lessee herein to comply with, and not in any manner violate, all of the stipulations in any of the grants, deeds or dedications of the said park. In the event that the Lessee is stopped or hindered by the exercise of the police power of the City, by any injunc-

tions, either by the City or any other person, for the time that the Lessee is stopped thereby the lease money herein provided shall be suspended, which suspension of lease money shall be full and complete accord and satisfaction for any damage claimed or to be claimed by the Lessee.

8. For and in consideration of the privileges and concessions granted to the Lessee herein, Lessee herein agrees, binds and obligates herself, her successors, heirs and assigns to pay the City of San Antonio at the office of the License and Dues Collector, in the City Hall, the following consideration: \$300.00 per year rental, payable \$25.00 per month, payments to be made on the 1st day of every month.

9. Lessee agrees that all statutes of the State of Texas and ordinances of the City of San Antonio which apply to her in the conduct of said business or any business conducted on said premises, will be obeyed and observed by her, her agents, servants and employees, and also by any sub-tenant, of hers, in event that written permission for a sub-tenant is granted. Lessee further agrees that she will not make, or suffer, any unlawful, improper or offensive use of the premises to be made; nor any use which shall be injurious to any person or property.

10. Lessee shall not erect any building on said premises except under written permission first obtained from the City, provided that the Lessee will peaceably yield up to the City or those handling its estate therein, said premises and all erections and additions made upon the same, in good repair in all respects, reasonable wear and tear excepted. Any such buildings or structures erected shall be and become the property of the City without cost or payment on expiration or termination of this lease or any renewal or extension thereof.

11. Lessee agrees to keep the said premises in good repair and condition at all times during said term. Lessee further agrees that she will hold harmless, reimburse and indemnify the City from and against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, by or in any way growing out of the use, misuse or abuse of the premises herein demised. This agreement shall be binding on the Lessee, her heirs and personal representatives, her agents, servants and employees, and also on her sub-tenant or sub-tenants, their agents, servants and employees, heirs and personal representatives, in event of a sub-tenancy as hereinabove set out.

12. That all property of any kind that may be on the premises during the term of this lease, or any extension or renewal thereof, shall be at the risk of the Lessee, and the City shall not be liable to the Lessee or any other person for any injury, loss or damage to any property of any person from any cause on said premises; this provision to be in addition to the provisions of the preceding paragraph and other parts of this lease, and shall not modify said other parts or provisions in any way or manner.

13. The City of San Antonio reserves a special contract lien upon all property put in any of said places by the Lessee, or put in any of the said places by a sub-tenant of the Lessee, to secure the full and final payment to the City of San Antonio of the stipulated amount of this contract.

14. That no assent, expressed or implied, by the City of any breach of Lessee's covenants, promises and/or conditions shall be deemed to be a waiver thereof unless such assent is first given in writing by the City and signed by a duly authorized officer. Any written assent or consent to such a breach by Lessee shall not be deemed to be a waiver of any succeeding breach of the same or any other covenant, promise and/or condition of this lease contract.

15. In event the City desires to use said premises for public purposes, the City may cancel this agreement by giving 30 days' advance notice in writing to the Lessee.

16. Provided always that these presents are upon this condition, that if Lessee,

or her representatives, shall neglect or fail to pay the said rental or any installment thereof on the due date as provided for herein, the City may at its option cancel this agreement and terminate this lease; further provided that if the Lessee, or her representatives, shall neglect or fail to perform and observe any covenant, promise, condition or obligation herein, which on the Lessee's part is to be performed and/or observed, or if her leasehold estate shall be taken on execution, or if Lessee shall be declared to be a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of her creditors; then in such case the City, or those handling its estate in the premises may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises, or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming under her and remove their effects, forcibly, if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Lessee's covenants, promises and/or conditions herein contained, and without having to answer to the Lessee, or those holding under her for damages of any nature resulting therefrom. All rights of the City of repossession given under this paragraph shall also apply to the first provision of this paragraph, to-wit: The option of the City to terminate this lease and repossess said premises in event of Lessee's failure to pay the rental or any installment thereof.

17. The Lessee shall pay for all electricity, gas and water used by her in her establishment.

18. The Lessee shall use extraordinary care to preserve the City property with which she comes in contact.

19. The foregoing instrument in writing constitutes the entire agreement, any other written or parole agreement with the City being expressly waived by the Lessee, it being understood that the Charter of the City requires that all contracts with the City be in writing and voted by ordinance.

20. This contract shall be accepted and be binding upon the parties hereto by virtue of the signatures subscribed to this instrument.

PASSED AND APPROVED this 31 day of July, A.D. 1941.

C. K. QUIN

M A Y O R

Attest:

Jas. Simpson

City Clerk

21. The foregoing ordinance, constituting a lease contract, between the City of San Antonio, and Mrs. K. E. Jingu, is accepted in all things by the undersigned, this day of August, A.D. 1941.

Mrs. K. E. Jingu

 Lessee.

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