

AN ORDINANCE (36)

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$250,000.00
TO PAY THE CURRENT EXPENSES OF SAID CITY DURING THE FISCAL
YEAR 1943.

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

1. That, for the purpose of paying the debts of the City of San Antonio, incurred for current expenses during the fiscal year beginning June 1, 1943, and to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1944, there shall be borrowed and secured from the Frost National Bank of San Antonio, Texas, advances of money for said purposes in the amount of \$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 maturity thereof at the rate of 3 per cent per annum; said notes shall be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and the City Auditor of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes; said notes shall provide for final maturity not later than July 1st, 1944, with privilege of prepayment prior to maturity.

4. That the uncollected taxes and revenues of the City of San Antonio, for the fiscal year beginning June 1, 1943, and ending May 31, 1944, and all of the current revenues of the City of San Antonio arising from taxation and all other sources during said fiscal year, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, be and the same are hereby irrevocably pledged for the payment of the above said notes and advances, and that said notes and all interest thereon shall constitute a first lien upon and against all said taxes and revenues for said fiscal year, and all said uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, and shall be paid therefrom and from the current incomes and revenues of the City and such uncollected back taxes before any such taxes, revenues or incomes or back taxes may be lawfully appropriated to any other purpose or object whatsoever. There is excepted herefrom receipts from parking meters.

5. That the money to be borrowed by the City from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by ordinance passed by the Commissioners of the City, dated June 10, 1943, and recorded in Ordinance Book "L", of the City of San Antonio.

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

Ordinances of said City.

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

"No. _____ \$ _____

UNITED STATES OF AMERICA
THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
1943 GENERAL FUND NOTE

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted, and hereby promises to pay to bearer at the Frost National Bank, of San Antonio, Texas, on or before the 1st day of July, 1944, the principal sum of (- - state amount in dollars - - -) in lawful money of the United States of America, together with interest thereon from the date hereof until maturity at the rate of 1-69/100 per cent per annum, payable monthly, and at the rate of 3 per cent per annum after maturity until paid.

This note is one of a series of 10 notes, numbered from 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, 1943 and to supply the needed funds to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1944, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio, and the Constitution and laws of the State of Texas, and in pursuance of an ordinance passed by the Commissioners of said City on the 10th day of June, 1943, which ordinance is recorded in Ordinance Book "L", of the City of San Antonio.

The date of this note, in conformity with said ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this series of notes, have been properly done and performed, and have happened in regular and due time, form and manner, as provided by law; and that the full faith and credit of said City of San Antonio, and the taxes and current revenues of said city, excepting receipts from parking meters, for the fiscal year beginning June 1, 1943 and ending May 31, 1944, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes.

IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and the City Auditor, and attested by the City Clerk of said City, this the ____ day of _____, 194__"

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

9. PASSED AND APPROVED this 10th day of June, A. D. 1943.

Gus D. Mauermann

ATTEST:

Sam C. Bennett, City Clerk

M A Y O R

AN ORDINANCE (37)

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

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

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

2. That to evidence said loans and advances by said Bank, there shall be executed and delivered to it 7 promissory notes of the City of San Antonio, numbered consecutively from 1 to 7, both inclusive, and said notes shall be for the sum of \$1,000.00 each, the said notes aggregating the sum of \$7,000.00, and shall bear interest at the rate of 1-69/100 per cent per annum from date until maturity, provided, that interest shall be paid on money actually advanced on said notes and only from the dates of advancement to the dates of payment, and, provided, that said notes shall bear interest at the rate of 3 per cent per annum after maturity until paid; said notes shall be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and the City Auditor, and attested by the City Clerk, and the corporate seal of the City shall be affixed thereto; all advances shall be made on lawful warrants and/or notes which shall provide maturity not later than the 1st day of July, 1944, with privilege of prepayment prior to maturity; and the said warrants and/or notes given by said City to said Bank shall constitute a first lien upon the revenue arising from the special tax levied and collected to create such Library Fund for said fiscal year, and all uncollected back taxes arising from the special tax levied for this purpose for previous years, subject only to existing prior valid pledges of said back taxes, and said taxes and revenues are hereby irrevocably pledged for the payment of said loans and advances; and said warrants and/or notes and all interest thereon shall be paid from said taxes and current income and revenues before said taxes, income and revenues may be lawfully appropriated for any other purpose whatsoever.

3. The proceeds of said loans shall be used to pay the current expenses of the City of San Antonio as provided by the Library Fund Ordinance of said City, for this fiscal year, and the remainder shall be retained in said fund subject to the stipulations thereof.

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

"No. _____ \$1,000.00

UNITED STATES OF AMERICA
THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO LIBRARY FUND
NOTE - 1943.

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted and hereby promises, to pay to bearer at the Frost National Bank, of San Antonio, Texas, on or before the 1st day of July, 1944, the principal sum of One Thousand (\$1,000.00) Dollars, in lawful money of the United States of America, together with interest thereon from date hereof until maturity, at the rate of 1-69/100 per cent per annum payable monthly, and at the rate of 3 per cent per annum after maturity until paid.

This note is one of a series of 7 notes, numbered 1 to 7, both

inclusive, being of the denomination of \$1,000.00 each, aggregating \$7,000.00, authorized to be issued from time to time by the City of San Antonio to the Frost National Bank, of San Antonio, Texas, evidencing loans made to said City by said Bank, for the purpose of paying indebtedness incurred and to be incurred for current expenses of said City for the support and maintenance of public libraries of said City, for the fiscal year beginning June 1, 1943 and ending May 31, 1944, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the Commissioners of said City on the 10th day of June, 1943, which ordinance is recorded in Ordinance Book "L", of the City of San Antonio.

The date of this note, in conformity with said ordinance, is the date of advancement and payment to the City by the payee 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 payee of the amount designated in each of said notes, said notes to be delivered to the payee in consecutive numerical order hereinabove designated.

7. PASSED AND APPROVED this 10th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (38)

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

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

1. That the City of San Antonio is authorized to borrow from the Frost National Bank of San Antonio, Texas, \$4,000, to pay that part of the current expenses for the fiscal year beginning June 1, 1943 and ending May 31, 1944, which represents the obligations of the City for the payments of benefits stipulated under the terms of an Ordinance creating a Special Fund to aid the disbursements of the board of Firemen, Policemen and Fire Alarm Operators Pension Fund Trustees, passed and approved on the 26th day of June, A. D. 1941; which sum does not exceed the estimated income of said City for said fiscal year for said purpose.

2. As evidence of said loan 4 promissory notes of the City of San Antonio will be executed and delivered to the Frost National Bank of San Antonio, Texas, which notes shall be drawn and executed as stipulated by the Charter and Ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, which notes shall be numbered consecutively from 1 to 4, both inclusive, and shall be for the sum of \$1,000.00 each, aggregating \$4,000.00, and shall bear interest at the rate of 1-69/100 per cent per annum, from date until maturity, interest to be paid only on money actually advanced on said notes and only from the date of the advancement to the dates of payment, which notes shall be signed by the Mayor, countersigned by the City Treasurer or Chief Deputy Treasurer and City Auditor, and attested by the City Clerk, and the corporate seal of the City shall be affixed thereto, and said notes shall draw interest after maturity until paid at the rate of 3 per cent per annum; all advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than July 1st, 1944, with privilege of prepayment prior to maturity; and the aggregate amount of the warrants, notes or other obligations outstanding at any one time shall not exceed the unpledged current revenue of the Firemen, Policemen and Fire Alarm Operators Pension Fund, remaining uncollected for such current fiscal year, and said warrants and/or notes shall constitute a first lien upon said uncollected and unpledged revenue arising from the special tax levied and collected to create such fund for the current fiscal year, and all uncollected back taxes arising from the special taxes levied for this purpose for previous years, subject only to existing prior pledges of said back taxes, are hereby irrevocably pledged for the payment of said advancements, and said warrants and/or notes and all interest thereon shall be paid from said current income, before such revenues may be lawfully appropriated for any other purpose.

3. The proceeds of said loan shall be used to pay the current expenses of the City of San Antonio under the provisions of the Firemen, Policemen and Fire Alarm Operators Pension Fund ordinance for the current fiscal year, and the remainder shall be retained in said fund subject to the stipulations thereof.

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

CITY OF SAN ANTONIO
PENSION FUND NOTE - 1943.

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted and hereby promises to pay to the order of Frost National Bank of San Antonio, Texas, on or before the 1st day of July, A. D. 1944, the principal sum of One Thousand Dollars (\$1,000.00), in lawful money of the United States of America, together with interest thereon from date hereof until maturity, at the rate of 1-69/100 per cent per

annum, payable monthly, and after maturity until paid at 3 per cent per annum.

This note is one of a series of 4 notes, numbered from 1 to 4, both inclusive, notes being of the denomination of \$1,000.00 each, aggregating \$4,000.00, authorized to be issued from time to time by the City of San Antonio, evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtedness incurred for current expenses of said City during the fiscal year beginning June 1, 1943 and ending May 31, 1944, under the provisions of the Firemen, Policemen and Fire Alarm Operators Pension Fund Ordinance, said notes having been issued under and by virtue of the Charter and Ordinances of the City of San Antonio, and the Constitution and Laws of the State of Texas, and in pursuance of an Ordinance passed by the Commissioners of said City, which ordinance is recorded in the Ordinances of said City, and is included herein by reference for all intents and purposes.

The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein, of the amount hereof.

It is hereby certified and receipted that all acts, conditions and things required to be done precedent to and in the issuance of this series of notes, have been properly done and performed, and have happened in regular and due time, form and manner as required by law; and that the full tax authorized by the Ordinance creating the Firemen, Policemen and Fire Alarm Operators Pension Fund of said City, for the fiscal year June 1, 1943 and ending May 31, 1944, and all uncollected back taxes arising from the special tax levied for this purpose for previous years, subject only to existing prior valid pledges of said back taxes, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes."

5. The City of San Antonio will levy a tax as stipulated by law at a rate sufficient to produce a return to pay the series of notes specified herein, according to their tenor and effect.

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

7. Upon the payment of said notes, or any of them, the same shall be cancelled by the Bank and returned to the City Auditor.

8. PASSED AND APPROVED this 10th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST

Sam C. Bennett
City Clerk

* * *

AN ORDINANCE (39)

ACCEPTING PROPOSAL OF GOLDEN WEST LUBRICATING CO. TO STORE
AND DELIVER GASOLINE FOR THE CITY OF SAN ANTONIO, AND MAKING
CONTRACT.

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

1. That the proposal of Golden west Lubricating Co., of 516 North San Marcos Street, San Antonio, Texas, dated May 20, 1943, to store and deliver gasoline for the City of San Antonio, for the period beginning June 1st, 1943 and ending May 31, 1944, for the consideration of \$.0037 per gallon for storage of gasoline and \$.0037 per gallon for delivery of gasoline, be and the same is hereby accepted.
2. That this ordinance makes and manifests a contract by and between the City of San Antonio, a municipality in the State of Texas, situated in the County of Bexar, hereinafter called "CITY", acting by and through its Mayor, and Golden West Lubricating Co., situated in the City of San Antonio, Bexar County, Texas, hereinafter called "CONTRACTOR", in words and figures as follows:
3. Contractor agrees to store gasoline for the City of San Antonio in a tank or tanks situated on the premises of contractor at 516 North San Marcos Street, in the City of San Antonio, Bexar County, Texas, upon delivery of said gasoline to said premises by the City or for the City. The quantity of gasoline to be stored shall at no time exceed 12,000 gallons and should more than such amount be ordered by the City of San Antonio and be ready for delivery at the premises of the Contractor, same shall be held ready for delivery without cost to Contractor until the tank or tanks of Contractor are sufficiently empty to store same.
4. Contractor agrees to deliver gasoline to the order of the City at any point in the City of San Antonio, and at San Antonio Airport, Sewage Disposal Plant, Leon Gravel Pit, North Loop Gravel Pit, Olmos Dam, which places are situated without the corporate limits of the City of San Antonio, at any time the City may desire said delivery between the hours of 8:00 o'clock A. M. and 5:00 o'clock P. M. during each calendar day.
5. In consideration of said agreements and in consideration of the hereinafter setout conditions and stipulations, City agrees to pay Contractor the sum of \$.0037 for each gallon of gasoline unloaded and stored in Contractor's tanks, and the sum of \$.0037 for each gallon of gasoline delivered by the order of the City. City agrees to make settlement on the 20th day of each month during the term of this contract, and to settle for the last month of the term of this contract within 15 days after its termination.
6. Contractor agrees to keep said gasoline in the condition in which it was received by the Contractor, free of impurities and other defects, and to deliver said gasoline in the same condition to any point designated by City.
7. City agrees that a temperature and evaporation allowance, in the amount of not more than one per cent of the total amount of gasoline handled by Contractor shall be allowed Contractor; however, said one per cent loss shall be the maximum allowed from the time said gasoline is delivered to Contractor through the time said gasoline is delivered to City at any point or points designated by City.
8. Contractor agrees that all gasoline ordered by the City shall be delivered to the place designated within five hours from the time such request is made. Contractor shall not, however, be responsible for failure to deliver when caused by conditions beyond Contractor's control, such as a strike or delay on the part of the vendor of the gasoline to the City of San Antonio in transporting same to the City. Delays due to causes within the control of Contractor shall not, however, excuse performance by Contractor.
9. Contractor agrees to comply strictly with all laws applicable to Contractor's business, whether federal, state or local.

10. Strict performance of the terms of this contract is expressly provided for and substantial performance of its terms in good faith and without wilful failure shall not be deemed sufficient performance on the part of the Contractor. Strict performance shall be deemed the essence of the contract and is expressly contracted for by the parties hereto.

11. This agreement and all of its terms is to be performed at San Antonio, Bexar County, Texas. Place of performance shall, however, include San Antonio Airport, Sewage Disposal Plant, Leon Gravel Pit, North Loop Gravel Pit and Olmos Dam, all of which are situated within Bexar County, Texas.

12. In order to secure the faithful performance of each and every condition, stipulation and requirement of this contract on the part of the Contractor, and in order to indemnify and save harmless the City from all damages, either directly or indirectly, arising out of any failure to perform same, the Contractor is required to execute and deliver a performance bond in the amount of \$2,000.00, on or before the 10th day of June, A. D. 1943, to secure the City against the happening of the above contingencies.

13. This contract shall become effective as of June 1st, 1943, and shall terminate at 12:00 midnight May 31st, 1944, or it may be terminated prior to expiration date by either party, on seven days' written notice, With the consent of the Board of Commissioners of the City of San Antonio, Contractor may extend the term hereof for an additional period not to exceed 6 months by giving 15 days' written notice prior to expiration date.

14. The foregoing instrument in writing constitutes the entire consideration for this agreement and ordinance, there being no other written nor any parole agreement with any officer or employee of the City, it being understood that the Charter of the City requires all contracts of the City to be in writing and adopted by ordinance.

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

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk.

15. The foregoing instrument, constituting a contract with Golden West Lubricating Co. is accepted in all things by the undersigned duly authorized to do so, this day of June, A. D. 1943.

GOLDEN WEST LUBRICATING CO.

By /s/ Wm. H. Olmstead

* * *

AN ORDINANCE (40)

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 1943.

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 2nd day of June, 1943, to act as depository of the City of San Antonio, all of which is more fully set out in said instrument attached hereto and 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, 1943 and ending

May 31st, 1944.

3. That said Bank be and it is hereby designated as 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, 1943 and ending May 31st, 1944, 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 1943, 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, Texas, 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 10th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

- - -
San Antonio, Texas

June 2, 1943

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, 1943, and ending May 31, 1944.

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 $\frac{3}{4}$ of one per cent (.75%) 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 $\frac{3}{4}$ of one per cent (.75%) 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" - 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, 1943, and ending May 31, 1944, 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, 1943, and ending May 31, 1944, 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, 1943, and ending May 31, 1944, 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 1.68% per annum, calculated and payable monthly.

All notes evidencing such loans and/or advances to draw interest after maturity at the rate of 3% 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

EXHIBIT "A"

* * *

APPRO. NO. 11

AN ORDINANCE (41)

APPROPRIATING \$250.00 OUT OF THE COMMERCE BUILDING FUND, FOR PAYROLL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$250.00, be and the same is hereby appropriated out of the Commerce Building Fund, for payroll for the period ending June 15, 1943, in the amount of \$250.00

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

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

* * *

APPRO. NO. 12

AN ORDINANCE (42)

APPROPRIATING \$80,018.82 OUT OF THE 1943 GENERAL FUND; FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$80,018.82, be and the same is hereby appropriated out of the 1943 General Fund, for payrolls for the period ending June 15, 1943, as follows:

Public Affairs in General	\$12,176.74
TAXATION DEPARTMENT	4,158.00
SANITATION, PARKS & PUBLIC PROPERTY	10,210.33
STREETS & PUBLIC IMPROVEMENTS	3,157.50
	2,227.50
FIRE & POLICE DEPARTMENTS	47,751.25
CIVILIAN DEFENSE	337.50
	<hr/>
	\$80,018.82

"And that Warrant therefor shall be numbered #2".

PASSED AND APPROVED on the 10 day of June, 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (43)

ACCEPTING PROPOSAL OF SAN ANTONIO DEALERS TO FURNISH THE CITY OF SAN ANTONIO WITH ITS REQUIREMENTS OF HORSE MEAT, FOR USE AT THE ZOO, FOR PERIOD ENDING MAY 31ST, 1944.

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

1. That the proposal of San Antonio Dealers, of 210 Potosi Street, San Antonio, Texas, dated May 27, 1943, to furnish the City of San Antonio with its requirements of Horse Meat, for use at the Zoo, for the period beginning with the date of acceptance hereof and ending May 31st, 1944, as follows:

Fresh Horse Meat - 1/3 Hinds \$0.06 per lb.

Fresh Horse Meat - Shoulders, excluding Ribs and Neck 0.06 per lb.

as per specifications on file in the office of the City Purchasing Agent, be and the same is hereby accepted.

2. All other bids are hereby rejected.

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

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 13

AN ORDINANCE (44)

AWARDING THE CONTRACT TO CONSTRUCT ADDITION TO SEWAGE TREATMENT PLANT, DEFENSE PUBLIC WORKS PROJECT DOCKET NO. TEX, 41-401, AND APPROPRIATING \$78,308.25 TO PAY THE COST THEREOF.

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

1. That the contract to construct an addition to the Sewage Treatment Plant, Defense Public Works Project Docket No. Tex. 41-401, is awarded hereby to O. J. Broughton, at a contract price of \$78,308.25.

2. That \$58,308.25, being the amount of the Government Grant, is appropriated, out of

Sewage Plant Project No. TEX 41-401, in addition to the \$20,000.00 appropriated on the 7th day of June, 1943, and shall be paid out of the money allocated and deposited in the First National Bank to pay the cost of this construction according to the contract.

3. That the officials of the city of San Antonio upon whom such duty properly devolves shall, and they are hereby directed to prepare and execute in behalf of said City of San Antonio all necessary contracts and documents relating thereto.

4. PASSED AND APPROVED this 10th day of June, A. D. 1943.

Gus B. Mauermann
M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

* * *

AN ORDINANCE (45)

ACCEPTING PROPOSAL OF YOUNES PRODUCE CO. TO FURNISH THE CITY OF SAN ANTONIO WITH ITS REQUIREMENTS OF FRESH SEA FOODS FOR THE ZOO, FOR PERIOD TERMINATING MAY 31ST, 1944.

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

1. That the proposal of Younes Produce Co., of 129 South Pecos Street, San Antonio, Texas, dated May 26, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with its requirements of Fresh Sea Foods, as follows:

Mixed Fish	\$0.1648 per lb.
Mackeral	0.35 per lb.
Fresh Shrimp	0.35 per lb.
Headless Silver, guaranteed delivery of 50 lbs. daily to the Zoo,	0.1890 per lb.

all as per specifications on file in the office of the City Purchasing Agent, for the period beginning with the date of acceptance hereof and terminating May 31st, 1944, be and the same is hereby accepted.

2. All other bids are hereby rejected.

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

Gus B. Mauermann
M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

* * *

AN ORDINANCE (46)

ACCEPTING BID OF MRS. OTTILIE KOEHLER FOR THE CONCESSION STAND IN THE CITY HALL BUILDING FOR PERIOD BEGINNING JUNE 1, 1943 AND ENDING MAY 31, 1944; AND CREATING CONTRACT THEREFOR.

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

1. That the bid of Mrs. Ottilie Koehler, of San Antonio, Texas, for privilege of operating the Concession Stand in the City Hall building, which bid is attached hereto and made a part hereof, be and the same is hereby accepted.

2. That the City of San Antonio, hereinafter called "Lessor", does by these presents lease and demise unto the Mrs. Ottilie Koehler and Edgar Koehler, hereinafter called "Lessees" and the Lessees agree to lease and pay for the following described property, to-wit:

3. Being situated in the City of San Antonio, County of Bexar and State of Texas, and being a part of the main hall or lobby of the City Hall Building, about ten (10) feet wide

and twenty (20) feet long, on the Southwest side of said hall between the entrance to the City Tax Collector's Office and the West side of said building now occupied by the Cigar Stand, on Military Plaza;

4. This lease being for a period of one year, beginning on the 1st day of June, 1943 and ending on the 31st day of May, 1944, the rent payable monthly in advance from month to month at the rate of \$20.00 per month.

5. The leased premises to be occupied as a stand for the business of selling tobacco, soft drinks, candy, pastry, sandwiches, coffee, and such other articles and commodities usually sold and dispensed by similar institutions.

6. The Lessees will construct the necessary fixtures to correspond, as nearly as possible, with the settings and trimmings of the building and in such a manner as not to injure or deface the wall or floors where said fixtures are installed; the title to said fixtures to remain in the Lessees, free from any claim of the Lessor except the lien for the rent; and upon the expiration of this lease said fixtures may be removed by the Lessees.

7. Lessees agree that they will not sublet said premises or any part thereof without the written permission of the City, which permission may be revoked at any time.

8. Lessees shall promptly execute and fulfill all the ordinances of the City corporation applicable to said premises, and all orders and requirements imposed by the Board of Health, Sanitary and Police Departments, for the correction, prevention and abatement of nuisances in, or upon or connected with premises during the said term, at Lessees' expense.

9. To secure the payment of the rent herein the Lessees herein grant unto the Lessor a contract lien upon all the fixtures of the Lessees installed upon said premises; which lien shall be cumulative of all the rights of a landlord under the Statutes of the State of Texas, and shall not operate as a waiver of same.

10. In case of default in any of the above covenants, the Lessor may enforce the performance thereof in any modes provided by law, and may declare this lease forfeited at Lessor's discretion, and Lessor, or Lessor's agent, or attorney, shall have the right without further notice or demand to re-enter and remove all persons therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenants; or at its option, Lessor or Lessor's agent, or attorney, may resume possession of the premises and relet the same for the remainder of the term at the rent he may obtain, for account of the Lessees, who shall make good any deficiency; and the Lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises.

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

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

11. The undersigned agree to be bound to the terms and conditions of the foregoing instrument.

WITNESS our signatures the 10th day of June, A. D. 1943.

/s/ Edgar P. Koehler
Lessee

/s/ Mrs. Ottilie Koehler
Lessee

San Antonio, Texas, June 4th, 1943.

Honorable Mayor & Commissioners
City Hall,
City.

Gentlemen:

I submit to you, attached hereto, the one and only bid received for the concession stand in the City Hall:

<u>BIDDER</u>	<u>AMOUNT BID</u>
Mrs. Ottilie Koehler	\$20.00 per Mo.

Respectfully submitted,

/s/ E. G. Siebrecht
City Purchasing Agent

Bids opened 6/3/43.
E.G.S;

* * *

AN ORDINANCE (47)

MAKING AND MANIFESTING CONTRACT WITH SAN ANTONIO ZOOLOGICAL SOCIETY, INC.

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

1. That this ordinance makes and manifests a contract by and between the City of San Antonio, a municipal corporation, and San Antonio Zoological Society, Inc., a Texas corporation domiciled in San Antonio, Texas, said Corporations hereinafter referred to, respectively, as "CITY" and "ZOOLOGICAL SOCIETY".

2. That the City agrees that an admission fee of 15 cents, plus tax, for adults and 10 cents, plus tax, for children from 13 to 18 years of age, be charged daily and Sunday for admission to the Zoological Park adjoining Brackenridge and Koehler Parks in San Antonio, Texas, subject to the following exceptions:

3. That each and every Wednesday of each and every week and the first and third Saturdays of each and every month throughout the calendar year be a free day; provided, however, that in the event any free day falls upon a legal holiday, the admission fees herein set forth shall be charged. The holidays referred to herein shall be designated as follows: New Year, January 1st; Washington's Birthday, February 22nd; Texas Independence Day, March 2nd; San Jacinto Day, April 21st; Decoration Day, May 30th; Declaration of Independence, July 4th; Labor Day, 1st Monday in September; Armistice Day, November 11st; Thanksgiving Day, 4th Thursday in November; Christmas Day, December 25th.

4. That teachers in the schools of San Antonio may take pupils into the Zoological Park at all times excepting that tax must be paid for each and pupils from thirteen (13) to eighteen (18) years of age entering said park.

5. That free admission of special groups, such as visitors, convention delegates, etc., may be granted at all times at the discretion of the Mayor or Park Commissioner of the City of San Antonio, excepting that tax must be paid for each person so entering into the Zoological Park.

6. The City agrees to pass an ordinance requiring the admission fees above mentioned, and that all revenues obtained from said fees to be divided one-half (1/2) to the City and one-half (1/2) to the Zoological Society, subject to the conditions contained herein.

7. The City agrees to furnish the necessary food for the animals exhibited and to employ guards and keepers of same, and to supply the physical properties necessary for the proper exhibition thereof, but shall not be held liable for any act of negligence in that respect.

8. The Zoological Society agrees that its part of the revenue from admission fees will

be spent in the purchase of new animals for exhibition from time to time and for such repairs, additions or improvements in and around said premises or other purposes for benefit of Zoological Society.

9. The Zoological Society shall have the exclusive right to sell ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts, popcorn, etc., in and upon the premises hereby leased, but it being distinctly understood and agreed that sales shall be made only to persons in the Zoological Park and no sales shall be made outside or through the gates, fences or outside windows. It being further understood and agreed that such concession may be operated by the Zoological Society or such rights may be assigned by it without the written consent or permission of the City. The Zoological Society agrees to pay the City of San Antonio for such concession the sum of \$50.00 per month during the entire term of this contract.

10. The term of this contract shall begin on the 1st day of June, A. D. 1943 and shall end May 31st, 1945.

11. The Zoological Society agrees that it will furnish to the City of San Antonio public liability insurance to be approved by the Mayor of the City of San Antonio.

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

Gus D. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

12. The foregoing instrument, constituting a contract with San Antonio Zoological Society, Inc., is accepted in all things by the undersigned duly authorized to do so, this 10th day of June, A. D. 1943.

SAN ANTONIO ZOOLOGICAL SOCIETY

By K. H. Friedrich
President

ATTEST:

Secretary

* * *

AN ORDINANCE (48)

ACCEPTING PROPOSAL OF K. F. WILKINSON FOR CONCESSIONS AND PRIVILEGES IN CITY PARKS, AND MAKING CONTRACT.

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

1. That the bid of K. F. Wilkinson, of 310 South Alamo Street, San Antonio, Texas, dated May 29, 1943, attached hereto and made a part hereof, for the lease of concessions and privileges in the parks of the City of San Antonio, for the period beginning June 1, 1943 and ending May 31, 1945, for a consideration of \$10,000.00 per year, be and the same is hereby accepted.

2. That this ordinance makes and manifests a permit for the privilege as hereinafter specified between the City of San Antonio, acting herein by its Mayor, duly authorized by the Charter of the City of San Antonio, and the undersigned Licensee, K. F. Wilkinson, of the County of Bexar and State of Texas, to-wit:

3. That the City grants to the Licensee for a term beginning June 1, 1943 and ending May 31, 1945, the privileges and the concessions for the use, as follows:-

BRACKENRIDGE PARK:

4. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco,

lunches, peanuts and popcorn, novelties and souvenirs; the privilege of renting boats; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden;" and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee. The sale of beer at all times is expressly forbidden in Brackenridge Park.

SAN PEDRO PARK:

5. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the dressing rooms when the bathers furnish their own suits and/or towels; except that the City reserves the right to grant the use, privilege and concession on Labor Day and the Sunday immediately preceding Labor Day; for three days, including the 16th of September; and the 5th, 6th and 7th days of May, of each year, to the organizations which control the celebrations of these occasions.

CONCEPTION PARK: (MISSION PUMPING STATION)

6. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels.

ELMENDORF LAKE:

7. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels.

MUNICIPAL GOLF LINKS CLUBHOUSE:

8. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; and the conduct of a restaurant. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee.

LINCOLN PARK:

9. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; except that the City reserves the right to grant the use, privilege and concessions on two days, including the 19th of June of each year, to the organization which controls the celebration of this occasion.

ROOSEVELT PARK: (LAMBERT PARK)

10. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits

and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels.

KOEHLER PARK:

11. The exclusive sale of ice cream, soft drinks, novelties and souvenirs; beer shall be sold in accordance with the stipulations and restrictions contained in the deed of Koehler Park to the City; candy, cigars, cigarettes, tobacco, lunches, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels; packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to the Licensee.

MEXICAN VILLAGE:

12. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee.

OPEN AIR THEATRE:

13. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts, and popcorn. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee.

RIVERSIDE PARK:

14. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; and the conduct of a restaurant.

WOODLAWN LAKE PARK:

15. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting rowboats; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the dressing rooms when the bathers furnish their own suits and/or towels.

OLMOS BASIN:

16. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn and picnic supplies.

17. The sale of beer and alcoholic beverages under this contract, except on special permission by the City, shall be prohibited in all of the parks of the City of San Antonio except Koehler Park.

18. The City may exclude and/or prohibit the placing of any objectionable advertising matter within the parks and places listed herein.

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

20. No intoxicating liquors shall be sold, given, consumed or stored by the Licensee; no indecent or obscene pictures of any kind shall be exhibited, sold or given; the Licensee shall conduct the concession in a quiet orderly manner and he shall permit no loud, boisterous or vulgar language at or near said places; no lewd women shall be permitted to work or loiter around said places; and no gambling games, lottery, punch boards or slot machines shall be exhibited or stored by the Licensee.

21. The prices 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.

22. Should it be found or determined at any time that any of the rights, privileges and concessions herein granted to the Licensee, 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 places 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 any such limitations; it being the intention of the Commissioners of the City of San Antonio and the Licensee herein to comply with, and not in any manner violate all of the stipulations in any of the grants, deeds or dedications of any of said parks. In the event that the Licensee is stopped or hindered by the exercise of the police power of the City, by any injunctions, either by the City or any other person, for the time that the Licensee 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 Licensee. In all places where the right is given to rent bathing suits and towels, same shall be rented at a place or at places situated conveniently to the checking stands and bath houses.

23. Nothing in this contract shall prevent the free, complete and unlimited use of the parks by the public for park purposes, together with all the rights and privileges to which the public may be entitled subject to the reasonable police powers of the City.

24. Nothing herein shall operate in any manner to prevent the City of San Antonio and the legal custodian of said parks from permitting performances, displays, tournaments, pageants, amusements or sports for the benefit of the public. The City shall have the right to withdraw or cancel any concession or privilege herein granted,

25. The closing hours as to the businesses of the Licensee and/or his sub-tenants in said parks and places shall be regulated as follows: In the summer (March through October) not later than 12 o'clock P. M.; in the winter (November through February) not later than 10 o'clock P. M. Said closing hours may be extended on special occasions provided special permission is given by the Commissioner of Sanitation, Parks and Public Property.

26. Licensee agrees to pay the City of San Antonio the total sum of \$21,200.00. The schedule of payments shall be as follows: June 1, 1943, \$1200.00; July 1, 1943, \$1200.00; August 1, 1943, \$1400.00; September 1, 1943, \$1400.00; October 1, 1943, \$900.00; November 1, 1943, \$500.00; December 1, 1943, \$400.00; January 1, 1944, \$400.00; February 1, 1943, \$400.00;

March 1, 1944, \$600.00; April 1, 1944, \$800.00; May 1, 1944, \$1400.00; June 1, 1944, \$1200.00; July 1, 1944, \$1200.00; August 1, 1944, \$1400.00; September 1, 1944, \$1400.00; October 1, 1944, \$900.00; November 1, 1944, \$500.00; December 1, 1944, \$400.00; January 1, 1945, \$400.00; February 1, 1945, \$400.00; March 1, 1945, \$1400.00; April 1, 1945, \$800.00; May 1, 1945, \$600.00.

27. The failure on the part of the Licensee to pay any installment of rent when due as specified, shall, at the option of the City, mature all other installments of rent, and in such event the City may proceed to collect the unpaid portion of the consideration for this contract, in the same manner as if the full time had expired.

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

29. The contract lien shall never be construed to waive the statutory lien of the City of San Antonio as the landlord but shall be cumulative thereof.

30. The Licensee and his tenants shall file with the City Inventory Clerk a certified description of all personal property placed on the premises herein described, and the Licensee shall not remove any of such personal property as long as the Licensee or a sub-tenant is indebted to the City of San Antonio in any amount; and, in the event of the removal of any of said property, the Licensee or his sub-tenant shall notify in writing the City Inventory Clerk of such removal.

31. The Licensee shall have the right to sub-let any of the concessions herein granted; under the express stipulation that such concessions shall not be sub-let to any person, either natural or artificial, objectionable at any time to the Commissioners of the City of San Antonio, but the sub-letting of any privilege shall not relieve the Licensee from liabilities for the payment of the dues stipulated in this contract.

32. The Licensee shall pay for all electricity, gas and water used by him in his establishments.

33. The Licensee has the right to use the building and equipment of the City, now being used for concessions in the places herein mentioned, but the Licensee shall furnish all other buildings, equipment, accessories and personnel for the conduct of his business, which personal property may be removed at the termination of this license, if there be no claim by the City against the Licensee, his heirs or assigns.

34. The Licensee shall have the right to erect and occupy such buildings necessary for the conduct of the business; but the buildings shall be located at sites designated by the Commissioners of the City and the buildings and appurtenances shall be erected, maintained and used in strict accordance with the Ordinances of the City and regulations promulgated by its authorized officers. Any and all buildings so erected shall be and become the property of the City of San Antonio, without payment, cost or reimbursement to the Licensee and/or his sub-tenants, unless otherwise agreed to in writing and by ordinance duly passed.

35. The restaurant concession in the Club House at the Brackenridge Park Golf Links is also granted, but same must be conducted and operated at any and all time with the policies and principles of the City of San Antonio, governing this Golf Links and Club House.

36. The Licensee shall use extraordinary care to preserve the City property with which he comes in contact.

37. The Licensee shall hold the City harmless, indemnify and reimburse it against any damages against the City caused by the Licensee, and the bond herein required and the property of the Licensee placed in said park shall be subject to a lien to secure the City in the payment.

38. The Licensee shall execute a bond in the amount of \$5,000.00, executed by a Surety Company authorized to do business in Texas; or by at least two individual sureties, each of whom shall have real estate, not including the homestead of the surety, of a value double the amount of the bond, and in the case of an individual surety, the bond shall be acknowledged and recorded, which surety or sureties shall be satisfactory to the Commissioners of the City of San Antonio; and which bond shall be approved by the Mayor of the City of San Antonio. The Commissioners of the City of San Antonio shall have the right to require additional securities on said bond at any time during the life of this contract, if in their judgment it is necessary.

39. All payments shall be made at the office of the License and Dues Collector of the City of San Antonio, and this contract is performable exclusively in Bexar County, Texas.

40. The foregoing instrument, in writing constitutes the entire agreement for this contract; there being no other written or parole agreement with any officer or employee of the City; it being understood that the Charter of the City requires all of the contracts of the City to be in writing and adopted by Ordinance.

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

GUS B. MAUERMANN
MAYOR

ATTEST:

Sam C. Bennett
City Clerk

41. The foregoing instrument, constituting a contract between the City of San Antonio and K. F. Wilkinson, is accepted in all things by the undersigned, this 10th day of June, A.D. 1943.

K. F. Wilkinson
Licensee

* * *

APPRO. NO. 14.

AN ORDINANCE (49)

APPROPRIATING \$575.00 TO PAY GOVERNMENT TAX ON ADMISSIONS.

BE IT ORDAINED BY the Commissioners of the City of San Antonio, that, the sum of \$575.00, be and the same is hereby appropriated out of 1942 General Fund, payable to Collector of Internal Revenue, being taxes on admissions from May 1, 1943 to May 31, 1943 inclusive; as per statement on file in the City Auditor's Office, as follows:

1942 GENERAL FUND:

Museum	\$52.98
Reptile Garden	78.31
Recreation (Swimming Pools)	427.08
Governor's Palace	17.33
Total	<u>\$575.00</u>

PASSED AND APPROVED on the 11 day of June, 1943.

GUS B. MAUERMANN
MAYOR

ATTEST:

Sam C. Bennett
City Clerk

* * *

ORDINANCE (50)

ACCEPTING \$566.00 FROM BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 5 ON ACCOUNT OF SEWAGE TREATMENT CONTRACT.

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

1. That check 3435 of 24 of May, 1943, for \$566.00 drawn on the Union State Bank, South San Antonio, Texas, by Bexar County Water Control and Improvement District No. 5, be and the same is accepted on account and in part payment of fees for treatment of sewage under the contract between the City of San Antonio and said District of the 15th of June, 1937 and amended on the 5th of August, 1937, based on the use of the sewerage facilities by 546 connections.

2. It is stipulated that this check is accepted in part payment on account of this service and the remainder due the City for the fiscal year ending the 31st day of May, 1943, be computed and that the Water Improvement District No. 5 be billed for the difference between this payment and the complete amount due for this service.

3. PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (51)

ACCEPTING PROPOSAL OF PEASLEE-GAULBERT CORPORATION TO FURNISH THE CITY OF SAN ANTONIO WITH ITS REQUIREMENTS OF LIQUID CHLORINE FOR A PERIOD BEGINNING JUNE 17, 1943 AND ENDING MAY 31, 1944.

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

1. That the proposal of Peaslee-Gaulbert Corporation, of 2700 Canton Street, Dallas, Texas, dated June 8, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with its requirements of Liquid Chlorine, for the period beginning June 17, 1943 and ending May 31, 1944, at a price of \$2.00 per CWT, F.O.B Corpus Christi, Texas, subject to discount of 1 per cent if paid within 10 days from the date of delivery and acceptance of each carload shipment, under the terms and conditions set forth in said proposal, be and the same is hereby accepted.

2. That all other bids for Liquid Chlorine are hereby rejected.

3. PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

Name of Liquid Chlorine Offered in this Proposal: Southern Alkali Corporation

PRICE: Shipped in 15 drum lots FOB Corpus Christi, Texas, only \$2.00 per CWT.

DISCOUNT: 1% if paid within 10 days from the date of delivery and acceptance of each carload shipment.

* * *

APPRO. NO. 15

AN ORDINANCE (52)

NOVATING AND EXTENDING PROPOSAL OF SIMS LUMBER COMPANY TO SUPPLY THE CITY OF SAN ANTONIO WITH FIR LUMBER FOR BRIDGE PURPOSES; AND TRANSFERRING APPROPRIATION MADE IN ORDINANCE OF APRIL 29, 1943 TO 1943 GENERAL FUND - STREET MAINTENANCE, TO BE PAID FOR PURCHASE OF SAID MATERIAL.

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

1. That the proposal of Sims Lumber Company, 2123 North Alamo Street, San Antonio, Bexar County, Texas, to supply the City of San Antonio with fir lumber, which was accepted by an ordinance passed and approved on the 29th of April, 1943, be and the same is hereby novated and extended for the fiscal year 1943.

2. That the appropriation of \$4080.96 out of the 1942 General Fund - Street Maintenance, is transferred hereby to the 1943 General Fund - Street Maintenance, and is appropriated hereby to be paid in the manner and form prescribed by law for the purchase of said material.

3. PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (53)

ACCEPTING PROPOSAL OF THE SOUTHERN COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ITS REQUIREMENTS OF VARIOUS SIZES AND GRADES OF SEWER PIPE FOR THE PERIOD BEGINNING JUNE 1, 1943 AND ENDING MAY 31, 1944.

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

1. That the proposal of The Southern Company, P. O. Box 2005, San Antonio, Texas, dated June 2, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with its requirements of various sizes and grades of sewer pipe for the period beginning June 1, 1943 and ending May 31, 1944, be and the same is hereby accepted, as follows:

CEMENT MORTAR JOINT

ITEM NO. 1 CONCRETE SEWER PIPE ASTM C 14-41

Size	Pipe	Fittings
4"	\$.08	\$.40
6"	.12	.60
8"	.17	.85
10"	.20	1.00
12"	.25	1.25
15"	.35	1.75
18"	.50	2.50
24"	.90	4.50
6" Stoppers	.10 each	

ITEM NO. 3 STANDARD CONCRETE IRRIGATION PIPE ASTM C 118-39

8"	\$.17	\$.85
10"	.19	.95
12"	.25	1.25
15"	.35	1.75
18"	.50	2.50
21"	.80	4.00
24"	.90	4.50

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C 76-41

15" Std.	\$.70	\$3.50
18" "	.80	4.00
21" "	1.00	5.00
24" "	1.10	5.50
24" Ex. Str.	1.30	6.50
27" Std.	1.35	6.75
27" Ex. Str.	1.45	7.25
30" Std.	1.75	12.25
30" Ex. Str.	1.80	12.60
36" Std.	2.25	15.75

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C-76-41 (Con'd)

<u>Size</u>	<u>Pipe</u>	<u>Fittings</u>
36" Ex. Str.	\$2.50	\$17.50
42" Std.	3.00	21.00
42" Ex. Str.	3.25	22.75
48" Std.	3.80	26.60
48" Ex. Str.	4.10	28.70

ITEM NO. 5 STANDARD & EXTRA STRENGTH CONCRETE CULVERT PIPE (NON-REINFORCED) ASTM C-76-41

12" Std.	\$.25	\$ 1.25
15" "	.35	1.75
15" Ex. Str.	.45	2.25
18" Std.	.50	2.50
18" Ex. Str.	.65	3.25
21" Ex. Str.	.80	4.00
24" Std.	.90	4.50
24" Ex. Str.	1.10	5.50
27" Ex. Str.	1.10	5.50
30" Std.	1.40	9.80
30" Ex. Str.	1.40	9.80
36" Std.	1.90	13.30
36" Ex. Str.	1.90	13.30

all prices with 3 per cent discount if paid on or before the 10th proximo.

2. That the proposal of the Southern Company, P.O. Box 2005, San Antonio, Texas, dated June 3, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with its requirements of various sizes and grades of sewer pipe for the period beginning June 1, 1943 and ending May 31, 1944, be and the same is hereby accepted, as follows:

FLEXLOCK RUBBER GASKET JOINTITEM NO. 1 CONCRETE SEWER PIPE ASTM C-14-41 MODIFIED

<u>Size</u>	<u>Pipe</u>	<u>Fittings</u>
4"	\$.15	\$.75
6"	.19	1.05
8"	.27	1.40
10"	.32	1.70
12"	.40	2.05
15"	.55	2.95
18"	.75	3.90
24"	1.35	7.15
6" Stoppers	.10 each	

ITEM NO. 2 CLAY SEWER PIPE ASTM C-13-40 MODIFIED

4"	.17	.75
6"	.23	1.08
8"	.35	1.80
10"	.47	2.45
12"	.69	3.05
15"	.95	4.95
18"	1.30	6.65
6" Stoppers	.10 each	

ITEM NO. 3 STANDARD CONCRETE IRRIGATION PIPE ASTM C-118-39 MODIFIED

8"	\$.27	\$ 1.40
10"	.31	1.65
12"	.38	2.05
15"	.50	2.85
18"	.75	3.90
21"	1.05	5.55
24"	1.35	7.15

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C-76-41 MODIFIED

15"	\$.90	\$ 4.60
18"	1.05	5.40
21"	1.25	6.55
24" Std.	1.55	8.15
24" Ex. Str.	1.75	9.15
27" Std.	1.75	9.65
27" Ex. Str.	1.85	10.15
30" Std.	2.30	15.60
30" Ex. Str.	2.35	15.95
36" Std.	3.00	19.70
36" Ex. Str.	3.25	21.45
42" Std.	3.55	25.30
42" Ex. Str.	3.80	27.05
48" Std.	4.50	31.80
48" Ex. Str.	4.80	33.90

ITEM NO. 5 STANDARD & EXTRA STRENGTH CONCRETE CULVERT PIPE (NON-REINFORCED) ASTM C 76-41 MODIFIED

<u>Size</u>	<u>Pipe</u>	<u>Fittings</u>
12" Std.	\$.38	\$ 2.05
15" Std.	.50	2.85
15" Ex. Str.	.65	3.35
18" Std.	.75	3.90
18" Ex. Str.	.90	4.65
21" Ex. Str.	1.05	5.55
24" Std.	1.35	7.15
24" Ex. Str.	1.55	8.15
27" Ex. Str.	1.55	8.40
30" Std.	1.95	12.35
30" Ex. Str.	1.95	13.45
36" Std.	2.65	13.45
36" Ex. Str.	2.65	13.45

All prices with 3 per cent discount if paid on or before the 10th proximo.

3. All other bids on the items listed are hereby rejected.

4. PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (54)

ACCEPTING PROPOSAL OF MISSION CONCRETE PIPE COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ITS REQUIREMENTS OF VARIOUS SIZES AND GRADES OF SEWER PIPE FOR THE PERIOD BEGINNING JUNE 1, 1943 AND ENDING MAY 31, 1944.

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

1. That the proposal of Mission Concrete Pipe Company, of 1519 Hoefgen Avenue, San Antonio, Texas, dated June 3, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with its requirements of various sizes and grades of sewer pipe, for the period beginning June 1, 1943 and ending May 31, 1944, be and the same is hereby accepted, as follows:

CEMENT MORTAR JOINT

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C 76-41

<u>Size</u>	<u>Pipe</u>	<u>Fittings</u>
54" Ex. Str.	\$7.90	\$55.80

FLEXLOCK RUBBER GASKET JOINT

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C 76-41 MODIFIED

54" Std.	\$8.19	\$73.71
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All prices with 5 percent discount if paid on or before the 10th proximo.

2. All other bids on the items listed above are hereby rejected.

3. PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (55)

ACCEPTING PROPOSAL OF UNIVERSAL CONCRETE PIPE CO. TO FURNISH THE CITY OF SAN ANTONIO WITH ITS REQUIREMENTS OF VARIOUS SIZES AND GRADES OF SEWER PIPE FOR THE PERIOD BEGINNING JUNE 1, 1943 AND ENDING MAY 31, 1944.

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

1. That the proposal of Universal Concrete Pipe Co., of 222 Kemper Street, San Antonio, Texas, dated June 2, 1943, attached hereto and made a part hereof, to furnish the City of San Antonio with its requirements of various sizes and grades of sewer pipe, for the period beginning June 1, 1943 and ending May 31, 1944, be and the same is hereby accepted, as follows:

CEMENT MORTAR JOINT

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C. 76-41

<u>Size</u>	<u>Pipe</u>	<u>Fittings</u>
54" Std.	\$7.50	\$52.50

FLEXLOCK RUBBER GASKET JOINT

ITEM NO. 4 STANDARD & EXTRA STRENGTH REINFORCED CONCRETE CULVERT PIPE ASTM C. 76-41 MODIFIED

54" Ex. Str.	\$ 8.94	\$ 80.46
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All prices with 5 per cent discount if paid on or before the 10th proximo.

- All other bids on the items listed above are hereby rejected.
- PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

* * *

AN ORDINANCE (56)

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE CONTRACT WITH J. E. KAUFFMANN FOR LEASE OF PROPERTY ON SOUTH FLORES STREET.

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 lease contract by and between the City of San Antonio and J. E. Kauffmann, of Bexar County, Texas, for a tract of land, together with the improvements located thereon, at the intersection of South Flores Street and Robert E. Lee Street, known and designated as the East 207.9 feet of the South 105 feet of Lot B, in County Block 5525, in Bexar County, Texas, for a period of 24 months beginning the 1st day of June, 1943 and ending the 31st day of May, 1945, at a rental at the rate of \$65.00 per month for the first six months beginning June 1st, 1943, and \$70.00 per month for the second six months, and \$75.00 per month for the last twelve months until the expiration of said lease period, in accordance with the terms and conditions of said lease.

- PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

* * *

APPRO. NO. 16

AN ORDINANCE (57)

TRANSFERRING \$4,053.25 FROM THE SAN ANTONIO AIRPORT FUND INTO THE 1943 GENERAL FUND; AND REPEALING ORDINANCE CREATING THE SAN ANTONIO AIRPORT FUND.

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

1. That the sum of \$4,053.25 be and the same is hereby transferred from the San Antonio Airport Fund into the 1943 General Fund, being the balance in said fund.
2. That an ordinance entitled "AN ORDINANCE CREATING THE SAN ANTONIO AIRPORT FUND AS A SPECIAL FUND OF THE CITY OF SAN ANTONIO", passed and approved by the Commissioners of the City of San Antonio on the 17th day of September, A. D. 1942, be and the same is hereby repealed.
3. PASSED AND APPROVED this 11th day of June, A. D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

Sam C. Bennett
City Clerk

* * *

APPRO. NO. 17

AN ORDINANCE (58)

GRANTING THE PETITION OF TEXAS TITLE GUARANTY COMPANY FOR REFUND OF DUPLICATE PAYMENT OF TAXES; AND APPROPRIATING THE SUM OF \$44.34 IN PAYMENT OF SAID REFUND.

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

1. That the petition of Texas Title Guaranty Company, of San Antonio, Texas, for refund of duplicate payment of city taxes on West 65 feet of Lot 6, in Block 4, New City Block 2658, in the City of San Antonio, Bexar County, Texas, for the fiscal year 1938, on Back Tax Receipt No. 396 dated May 31, 1943, in the amount of \$44.34 including taxes, interest and penalty for said year, be and the same is hereby granted.
2. That the sum of \$44.34 be and the same is hereby appropriated out of the Back Tax General Fund in payment of the refund of city taxes for the year 1938 paid on Back Tax Receipt No. 396, dated May 31, 1943, on the west 65 feet of Lot 6, in Block 4, New City block 2658, in the City of San Antonio, Bexar County, Texas.
3. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R Pro Tem.

ATTEST:

Sam C. Bennett
City Clerk

* * *

AN ORDINANCE (59)

CONFORMING THE TAXES PAID BY THE SAN ANTONIO PUBLIC SERVICE COMPANY FOR 1942 TO THE RECEIPTS ISSUED.

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

1. That the debit of \$114,114.39 on tax Receipt No. 18936 in the name of the San Antonio Public Service Company, remaining after the payment of \$177,386.17 made in May, 1943, be credited with the payment of \$114,114.39 made in March, 1943, and that said receipt 18936 be marked satisfied and cancelled.
2. PASSED AND APPROVED this 17th day of June, A. D. 1943.

ATTEST:

Sam C. Bennett, City Clerk

P. L. Anderson,

M A Y O R Pro Tem.

AN ORDINANCE (60)

APPOINTING AND CONFIRMING GEORGE W. FLANNERY AS CHIEF
DEPUTY CITY COLLECTOR OF THE CITY OF SAN ANTONIO, AND
FIXING SALARY.

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

1. That George W. Flannery be and he is hereby appointed and confirmed to the office of Chief Deputy City Collector of the City of San Antonio, effective as of the 18th day of June, 1943, at a salary of \$275.00 per month.
2. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 18

AN ORDINANCE (61)

TRANSFERRING \$75,000.00 FROM VARIOUS FUNDS TO THE
1943 GENERAL FUND

BE IT ORDAINED BY THE Commissioners of the City of San Antonio, that, the Commissioner of Taxation, as ex-officio City Treasurer or the Chief Deputy City Treasurer, and the City Auditor, be and they are hereby directed to transfer or cause to be transferred the sum of \$75,000.00 to the 1943 General Fund - taxes, Licenses, fines, etc. Account out of the following funds:

Back tax General fund	\$8,000.00
1941 General fund - taxes, Licenses, fines, etc. Account	2,000.00
1942 General fund - taxes, Licenses, fines, etc. account	65,000.00
	\$75,000.00

PASSED AND APPROVED on the 17th day of June, 1943.

P. L. Anderson,

M A Y O R Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 19

AN ORDINANCE (62)

APPROPRIATING \$75,013.89 OUT OF 1943 GENERAL FUND TO PAY NOTES NOS.
1 TO 3 INCLUSIVE OF THE 1943 GENERAL FUND SERIES, AND ACCRUED
INTEREST.

BE IT ORDAINED BY the Commissioners of the City of San Antonio, that, the sum of \$75,000.00 be and the same is hereby appropriated out of 1943 General fund - taxes, Licenses, fines, etc. Account, payable to Frost National Bank of San Antonio, Texas, to pay three (3) Notes Nos. 1 to 3 inclusive, of the 1943 General fund Series, \$25,000.00 each, maturing on or before July 1, 1944;

AND, the sum of \$13.89, be and the same is hereby appropriated out of 1943 General fund - Interest Department; to pay accrued interest on 1943 General fund Notes Nos. 1 to 3 incl.

PASSED AND APPROVED on the 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett, City Clerk

APPRO. NO. 20

AN ORDINANCE (63)

APPROPRIATING \$3,532.35 OUT OF 1943 GENERAL FUND TO PAY FOR MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$3,532.35, be and the same is hereby appropriated out of 1943 General Fund - Various Departments - to pay for materials, supplies and miscellaneous expenditures as per approved invoices on file in the City Auditor's Office, payable out of the following departments:

Public Affairs in General	\$442.90
Taxation	74.40
Sanitation, Parks & Public Property	1527.18
Streets & Public Improvements	180.22
Fire & Police	1020.60
Civil Air Patrol	8.50
Civilian Defense	162.50
Texas Defense Guard	16.05
U. S. Employment Service	100.00

Total \$3532.35

PASSED AND APPROVED on the 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett
City Clerk

* * *

ORDINANCE (64)

AUTHORIZING THE EXECUTION OF CONTRACT NO. W-409-qm-1640, MODIFICATION NO. 1, WITH THE UNITED STATES OF AMERICA FOR SEWAGE DISPOSAL SERVICES.

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

1. That the Mayor be and is authorized hereby to execute contract No. W-409-qm-1640, Modification No. 1, between the United States of America and the City of San Antonio for sewage disposal services for Fort Sam Houston, Texas, as stipulated in the contract attached hereto and made a part hereof.

2. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson,

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett
City Clerk

- - -

Contract No. W-409-qm-1640

Modification No. 1

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 15th day of April, 1943, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and City of San Antonio, a municipal corporation of Texas, hereinafter called the contractor, WITNESSETH That:

WHEREAS, on the 21st day of June, 1940, the parties hereto entered into contract No. W-409-qm-1640 for sewage disposal services for Fort Sam Houston, Texas, and

WHEREAS, the consideration of \$1800.00, originally specified in said contract was based upon a population to be served of 9000, while the present population to be served has materially increased; and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract for the following reasons: To insure the continued disposition, in a sanitary manner, of sewage from the military reservation, and to adjust the payment therefor to conform to the present population of the post and to the present costs of sewage treatment by contractor, as provided in ordinance dated March 19, 1940, which by reference was made a part of said contract.

NOW, THEREFORE, The said contract is hereby modified effective July 1, 1943, in the following particulars, but in no others:

1. The figures "\$1800.00" in the column headed AMOUNT on the first page of Standard Form 33 (Revised) are deleted and the following substituted therefor:

". estimated \$5500/00".

2. The third paragraph on the first page of Standard Form 33 (Revised), beginning with the words "Payment will be made annually", is deleted and the following substituted therefor:

"Payment will be made annually at the end of the fiscal year by the U. S. Army Finance Officer, Fort Sam Houston, Texas, in an amount equal to twenty cents (\$0.20) per capita, of the average population served by said sewerage system during the fiscal year, Provided, however, that government shall not be obligated to make any payment for treatment of sewage which contractor hereby agrees but fails to perform."

3. The following is added to paragraph b on Standard Form No. 36, attached to and made a part of said contract:

- #11)
- #12) At various points in the area of Camp Cushing as shown in
- #13) detail on blue print map of Fort Sam Houston and vicinity,
- #14) marked Appendix "A" and attached hereto.
- #15)

4. In consideration of the increase in payments to contractor provided hereby, contractor agrees to proceed promptly to complete such improvements to its Sherman Street sewage pumping plant, as may be necessary to prevent the overflow of raw sewage into Menger Creek and to correct the insanitary conditions now existing in vicinity of military reservation.

5. In determining the population for payments hereunder, civilian employees living off the military reservation shall be excluded.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY _____

City of San Antonio, Texas

MAYOR

* * *

APPRO. NO. 21

AN ORDINANCE (65)

APPROPRIATING \$650.00 OUT OF 1943 GENERAL FUND TO PAY FOR ONE 1939 DODGE DUMP TRUCK

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$650.00, be and the same is hereby appropriated out of the 1943 General Fund - Zoo Department - to pay John J. Caperton for one used 1939 model Dodge Dump Truck as per approved invoice on file in the City Auditor's Office.

PASSED AND APPROVED on the 17th day of June, A. D. 1943.

P. L. ANDERSON

ATTEST:
Sam C. Bennett, City Clerk

MAYOR Pro Tem.

* * *

APPRO. NO. 22

AN ORDINANCE (66)

APPROPRIATING THE SUM OF \$647.50 IN PAYMENT FOR TEAMS, WAGONS AND DRIVERS, USED IN THE CONSTRUCTION AND MAINTENANCE OF STREETS AND ALLEYS, FROM JUNE 1, 1943 TO AND INCLUDING JUNE 15, 1943.

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

1. That the sum of \$647.50 be and the same is hereby appropriated out of the 1943 General Fund - Street Maintenance, in payment to the men listed on the estimate on file in the office of the City Auditor, for teams, wagons and drivers, used in the construction and maintenance of streets and alleys, from June 1, 1943 to and including June 15, 1943, as follows:

Name	Period	Rate	Total
Luis de Leon	10	\$5.00	\$50.00
Refugio Delgado	12-4/8	5.00	62.50
Louis Gonzales	11-4/8	5.00	57.50
Eugene Jackson	11	5.00	55.00
Mrs. Levina A. King	11	5.00	55.00
Pedro Montez, Jr.	11-4/8	5.00	57.50
Abel Nanez	11-4/8	5.00	57.50
Ed Paniagua	8	5.00	40.00
Manuel Randon	9	5.00	45.00
Will Sheppard	11	5.00	55.00
John Vidal	11	5.00	55.00
Willie Zimmerle	11-4/8	5.00	57.50

2. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 23

AN ORDINANCE (67)

APPROPRIATING THE SUM OF \$600.00 IN PAYMENT TO SAN ANTONIO SCHOOL BOARD OF THE CITY'S PRO RATA OF THE COMPENSATION OF DISTRICT CHIEF A. L. RATHKE AS INSTRUCTOR.

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

1. That the sum of \$600.00 be and the same is hereby appropriated out of the 1943 General Fund - Fire Department, in payment to San Antonio School Board of the City's pro rata of the compensation of District Chief A. L. Rathke as teacher and instructor of the Science of Fire Fighting and Prevention, for the period of 12 months beginning June 1, 1943 and ending May 31, 1944, at the rate of \$50.00 per month, in accordance with ordinance fixing the status and compensation of District Chief A. L. Rathke, passed and approved by the Commissioners of the City of San Antonio on the 2nd day of July, A. D. 1943.

2. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 24

AN ORDINANCE (68)

APPROPRIATING \$300.00 TO PAY GEORGE W. BICHSSEL EXPENSES INCURRED IN CITY BUSINESS

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

1. That \$300.00 is appropriated hereby out of the General Fund of 1943 - Police Department, to pay the necessary expenses of George W. Bichsel in attending the Sixth Annual

Institute for Wartime Traffic Training, at Columbus, Ohio, from the 21st day of June, 1943 to the 2nd day of July, 1943, in the performance of services for the City of San Antonio in the improvement of the Police Department.

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

3. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

AN ORDINANCE (69)

AMENDING THE TRAFFIC ORDINANCES OF THE CITY OF SAN ANTONIO BY THE ADDITION OF RULE 40-b, FORBIDDING PARKING ON CERTAIN STREETS.

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

1. That an ordinance entitled "AN ORDINANCE REGULATING TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING PENALTIES", passed and approved on the 8th day of December, A. D. 1921, as amended, be and the same is amended by the addition of Rule 40-b, as follows:-

"It shall be unlawful to park any vehicle between the hours of 4:00 P.M. and 6:30 p.m. on the parts of the following streets specified:

"East Houston Street from North St. Marys Street to Navarro Street;

"North St. Marys Street from East Travis Street to College Street;

"Navarro Street from East Travis Street to West Commerce Street."

2. Whereas, it is necessary for the public safety of the City in the exercise of its police power for the proper regulation of traffic, the control of public streets and the preventing of the blocking and encumbering of the streets in the congested business district, an urgency is created that this ordinance take immediate effect upon its passage; therefore, upon the passage of this ordinance by vote of four-fifths of the Commissioners, it shall be effective, as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, personally appeared A. C. Flood, to me personally known to be the Bookkeeper of the SAN ANTONIO EVENING NEWS, daily newspaper published in the City of San Antonio, in the county and state aforesaid, and being by me first duly sworn, deposes and says that the advertisement of

"AN ORDINANCE AMENDING THE TRAFFIC ORDINANCES OF THE CITY OF SAN ANTONIO BY THE ADDITION OF RULE 40-b, FORBIDDING PARKING ON CERTAIN STREETS"

appeared in all editions of said newspaper in the manner and style shown by the attached clipping on the following dates: June 19,21,22,23,24,25,26,28,29,30, 1943.

/s/ A. C. Flood

Subscribed and sworn to before me this 14th day of August, 1943.

/s/ W. A. Druce

Notary Public in and for Bexar County,
Texas

* * *

APPRO. NO. 25

AN ORDINANCE (70)

APPROPRIATING \$300.00 TO PAY FRANK CONKLIN EXPENSES INCURRED
IN CITY BUSINESS

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

1. That \$300.00 is appropriated hereby out of the General fund of 1943 - Police Department, to pay the necessary expenses of Frank Conklin in attending the Sixth Annual Institute for wartime traffic training, at Columbus, Ohio, from the 21st day of June, 1943 to the 2nd day of July, 1943, in the performance of services for the City of San Antonio in the improvement of the Police Department.

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

3. PASSED AND APPROVED this 17th day of June, A. D. 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 26

AN ORDINANCE (71)

APPROPRIATING \$2.40 OUT OF 1942 GENERAL FUND - REFUNDS DEPARTMENT -
TO PAY GROUP INSURANCE DEDUCTION PAID IN ERROR.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$2.40 be and the same is hereby appropriated out of 1942 General fund - Refunds Department - to re-imburse Robert Hartman of the Police Department for group insurance deduction for June 1943 taken in error out of pay roll period ending May 31, 1943.

PASSED AND APPROVED on the 17th day of June, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett

City Clerk

* * *

APPRO. NO. 27

AN ORDINANCE (72)

APPROPRIATING \$274.15 OUT OF COMMERCE BUILDING FUND IN PAYMENT OF
MATERIALS, SUPPLIES AND MISCELLANEOUS EXPENDITURES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$274.15, be and the same is hereby appropriated out of Commerce Building Fund in payment of materials,

supplies and miscellaneous expenditures as per approved bills on file in the City Auditor's Office.

PASSED AND APPROVED on the 17th day of June, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett
City Clerk

* * *

APPRO. NO. 28

AN ORDINANCE (73)

APPROPRIATING \$22,131.41 OUT OF THE 1943 GENERAL FUND, FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$22,131.41, be and the same is hereby appropriated out of the 1943 General Fund, for per diem payrolls for the period ending June 15, 1943, as follows:

PUBLIC AFFAIRS IN GENERAL	954.45
SANITATION, PARKS & PUBLIC PROPERTY	16,082.25
STREETS & PUBLIC IMPROVEMENTS	5,094.71
	22,131.41

"And that Warrant therefor shall be numbered #7.

PASSED AND APPROVED on the 17th day of June, 1943.

P. L. Anderson

M A Y O R, Pro Tem.

ATTEST:

Sam C. Bennett
City Clerk

* * *

APPRO. NO. 29.

AN ORDINANCE (74)

APPROPRIATING \$185,975.64 OUT OF VARIOUS SINKING FUNDS TO PAY JULY 1, 1943 BOND AND INTEREST COUPON MATURITIES.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$185,975.64, be and the same is hereby appropriated payable to Frost National Bank of San Antonio, Texas, to pay July 1, 1943 Bond and Interest Coupon Maturities, out of the following Sinking Funds:

BONDS

Sinking Fund - Funding Bonds of 1931	\$ 25,000.00
" " - Improvement District No. 15	1,000.00
" " - Fire Station 2 Building Bonds of 1937	5,000.00
" " - Police & Fire Station Bonds of 1937	3,000.00
" " - Health Building Bonds of 1937	1,000.00
" " - Stinson Airport Bonds of 1937	1,000.00
" " - Bridge Construction Bonds of 1937	1,000.00
" " - Street Improvement Bonds of 1937	2,000.00
" " - Sewer Construction Bonds of 1937	2,000.00
	\$ 41,000.00

COUPONS

Sinking Fund - Park Improvement Bonds of 1924	\$ 1,312.50
" " - Street Paving & Marker Bonds of 1924	5,925.00
" " - Sanitary Sewer Bonds of 1924	1,312.50
" " - Fire & Police Station Bonds of 1924	1,312.50
" " - St. Opening & Widening Bonds of 1924	3,300.00
" " - Bridge Bonds of 1924	1,312.50
" " - Storm Sewer Bonds of 1924	3,300.00
" " - Flood Prevention Bonds of 1924	36,750.00
" " - Auditorium Bonds of 1924	2,625.00
	\$ 57,150.00

Sinking Fund - St. Opening & Widening Bonds of 1926	\$ 5,175.00
" " - Bridge Bonds of 1926	1,293.75
" " - Auditorium Building Bonds of 1926	2,587.50
" " - Street Paving Bonds of 1926	3,240.00

Sinking Fund - Storm & Sanitary Sewer Bonds of 1926	\$ 652.50
	<u>\$ 12,948.75</u>
Sinking Fund - Hospital Building Bonds of 1927	\$ 657.00
" " - Incinerator Building Bonds of 1927	3,375.00
" " - City Hall Building Bonds of 1927	2,025.00
" " - Storm & Sanitary Sewer Bonds of 1927	10,125.00
" " - Street Paving Bonds of 1927.....	4,050.00
" " - Bridge Bonds of 1927.....	3,375.00
" " - St. Opening & Widening Bonds of 1927	12,150.00
" " - Park Improvement Bonds of 1927	2,025.00
" " - Fire & Police Building Bonds of 1927	1,687.50
" " - Auditorium Building Bonds of 1927	1,035.00
" " - Flood Prevention Bonds of 1927	8,100.00
	<u>\$ 48,622.50</u>
Sinking Fund - Funding Bonds of 1931	\$ 17,662.50
Sinking Fund - Improvement District No. 15	\$ 1,260.00
Sinking Fund - Sewer Construction Bonds of 1936	\$ 1,025.00
" " - Street Improvement Bonds of 1936	1,360.00
" " - River Improvement Bonds of 1936	286.25
" " - Bridge Construction Bonds of 1936	286.25
" " - Airport Improvement Bonds of 1936	61.89
" " - Park Improvement Bonds of 1936	696.25
	<u>\$ 3,715.64</u>

July 1, 1943 Bond & Coupon Maturities.

COUPONS.

Sinking Fund - Fire Station 2 Building Bonds of 1937	\$ 1,087.50
" " - Police & Fire Station Bonds of 1937	652.50
" " - Health Building Bonds of 1937	105.00
" " - Stinson Airport Bonds of 1937	360.00
" " - Bridge Construction Bonds of 1937	360.00
" " - Street Improvement Bonds of 1937	503.75
" " - Sewer Construction Bonds of 1937	547.50
	<u>\$ 3,616.25</u>

TOTAL BONDS & COUPONS\$185,975.64

PASSED AND APPROVED on the 24 day of June 1943.

/s/ P. L. Anderson
Mayor Pro Tem

ATTEST:

/s/ Sam C. Bennett
City Clerk

APPRO. NO. 30.

AN ORDINANCE (75)

TRANSFERRING \$25,000.00 FROM 1942 GENERAL FUND TO 1943 GENERAL FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Commissioner of Taxation, as ex-officio City Treasurer and the City Auditor, be and they are hereby directed to transfer or cause to be transferred the sum of \$25,000.00 from 1942 General Fund - Taxes, Licenses, Fines, etc. Account to 1943 General Fund - Taxes, Licenses, Fines, etc Account.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
M A Y O R Pro Tem.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 31.

AN ORDINANCE (76)

APPROPRIATING \$25,011.58 OUT OF 1943 GENERAL FUND TO PAY NOTE NO.4 OF THE 1943 GENERAL FUND SERIES, AND ACCRUED INTEREST.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$25,000.00, be and the same is hereby appropriated out of 1943 General Fund - Taxes, Licenses, Fines, etc. Account payable to Frost National Bank of San Antonio, Texas, to pay one (1) Note No. 4, of the 1943 General Fund Series, maturing on or before July 1, 1944;

AND, the sum of \$11.58, be and the same is hereby appropriated out of 1943 General Fund - Interest Department to pay accrued interest on 1943 General Fund Note No. 4.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett,
City Clerk

APPRO. NO. 32.

AN ORDINANCE (77)

APPROPRIATING \$82,661.62 OUT OF THE 1943 GENERAL FUND, FOR PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$82,661.62, be and the same is hereby appropriated out of the 1943 General Fund, for payrolls for the period ending June 30, 1943, as follows:

Public Affairs in General	13,136.08
Taxation Department	3,974.65
Sanitation, Parks & Public Property	11,234.00
Streets & Public Improvements	5,447.50
Fire & Police Departments	48,531.89
Civilian Defense	<u>337.50</u>
	82,661.62

"And that Warrant therefor shall be numbered #21".

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk

APPRO. NO. 33.

AN ORDINANCE (78)

APPROPRIATING \$22,862.00 OUT OF THE 1943 GENERAL FUND, FOR PER DIEM PAYROLLS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$22,862.00, be and the same is hereby appropriated out of the 1943 General Fund, for per diem payrolls for the period ending June 30, 1943, as follows:

Public Affairs in General (Witte Museum)	362.00
Sanitation, Parks & Public Property	17,000.00
Streets & Public Improvements	<u>6,500.00</u>
	23,862.00

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 34.

AN ORDINANCE (79)

APPROPRIATING \$5.00 TO REFUND LICENSE FEE OF TEXAS SANDWICH SHOP PAID BY MISTAKE.

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

1. That \$5.00 be and the same is appropriated hereby out of the 1943 General Fund - Refunds, in refund to Texas Sandwich Shop for license fee paid by mistake, receipt No.

440, as per petition attached hereto and made a part hereof.

2. PASSED AND APPROVED this 24th day of June, A.D. 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

San Antonio, Texas, June 23rd, 1943.

Hon. T. D. Cobbs,
City Attorney,
City Hall, City.

Dear Sir:-

On June 15th, 1943, the Texas Sandwich Shop, 105 W. Houston St., paid their food license amounting to \$5.00, and City License #295 was issued them.

On June 21st, 1943, the Texas Sandwich Shop again applied for a food license, and license receipt #440 was issued them, and for which they again paid \$5.00.

Since the records show that this food license was paid in duplicate, I herewith request that the \$5.00 paid for License #440 be refunded to the Texas Sandwich Shop.

Very truly yours,

/s/ Ray Lambert

License & Dues Collector.

A RESOLUTION (80)

DIRECTING THE CITY CLERK TO ADVERTISE A LOT ON SOUTH ZARZAMORA STREET FOR SALE.

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

1. That the City Clerk is directed to advertise the sale by the City on City standard form deed of a lot on South Zarzamora Street, more particularly described as follows:

That certain tract of land situated in the City of San Antonio, Bexar County, and State of Texas, known as Lot 20, Block 40, New City Block 3699, being the same property conveyed to the City of San Antonio by the Animal Products Company by deed dated the 31st of July, 1929, except the part of said lot owned by the GH & SA Ry Co. as part of its right-of-way.

2. Sealed proposals addressed to the City Clerk will be received at the office of the City Clerk until 10:00 o'clock A.M. on July 1st, 1943.

3. Each bid must be accompanied by a certified check payable to the City of San Antonio of \$100.00 to insure the performance by the bidder, and the checks of all unsuccessful bidders will be returned upon the acceptance of any one bid or the rejection of all bids.

4. The City reserves the right to reject any and all bids and the conveyance shall be made upon a deed form prepared by the City Attorney.

5. Notice shall be given by the publication of a copy of this Resolution for 3 times.

6. PASSED AND APPROVED this 24th day of June, A.D. 1943.

P. L. Anderson
MAYOR PRO TEM

ATTEST:

Sam C. Bennett
City Clerk.

APPRO. NO. 35.

AN ORDINANCE (81)

APPROPRIATING \$580.00 OUT OF 1943 GENERAL FUND TO PAY FOR HIRE OF TEAMS, TRUCKS WAGONS AND DRIVERS.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$580.00, be and the same is hereby appropriated out of 1943 General Fund to pay for hire of teams, trucks, wagons and drivers used in the various departments from June 1, 1943 to and including June 15, 1943 as per approved estimates on file in the City Auditor's Office, payable out of the following department:

Sanitation, Parks & Public Property	\$580.00
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PASSED AND APPROVED on the 24th day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 36.

AN ORDINANCE (82)

APPROPRIATING \$1564.00 TO PAY FIRST BANCREDIT CORPORATION, TO PAY INSURANCE ON MACHINERY AT SEWAGE TREATMENT PLANT.

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

1. That \$1564.00 is appropriated hereby out of the 1943 General Fund - Sewage Disposal Plant, to pay First Bancredit Corporation the second installment on insurance premium on Hartford Steam Boiler Inspection and Insurance Company policy 25673 for insurance on Sewage Treatment Plant machinery schedule, in accordance with contract on file.

2. PASSED AND APPROVED this 24th day of June, A. D. 1943.

P. L. Anderson
M A Y O R PRO TEM.

Attest:

Sam C. Bennett
City Clerk

AN ORDINANCE (83)

REPEALING AUTHORIZATION ORDINANCE OF MAY 13, 1943, AND AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE DEED TO WILSHIRE HEIGHTS COMPANY, IN EXCHANGE FOR PROPERTY, FOR RE-LOCATION OF CERTAIN STREETS.

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE DEED TO GUARDIAN TRUST COMPANY AND RICE INSTITUTE, IN EXCHANGE FOR PROPERTY, FOR RE-LOCATION OF CERTAIN STREETS", passed and approved by the Commissioners of the City of San Antonio on the 13th day of May, 1943, be and the same is hereby repealed, the names of the grantees being in error.

2. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute deed from the City of San Antonio to Wilshire Heights Company of Houston, Texas, to certain property for re-location and extension of certain streets, on an exchange of property of equal value.

3. PASSED AND APPROVED this 24th day of June, A.D. 1943.

P. L. Anderson
MAYOR PRO TEM.

ATTEST:

Sam C. Bennett
City Clerk.

APPRO. NO. 37.

AN ORDINANCE (84)

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

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$208.40,
be and the same is hereby appropriated out of the Commerce Bldg. Fund, for payroll for the
period ending June 30, 1943 in the amount of \$208.40.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett.
City Clerk.

APPRO. NO. 38.

AN ORDINANCE (85)

TRANSFERRING \$8,500.00 FROM 1943 GENERAL FUND - PARKING
METER ACCOUNT TO POLICE & FIREMEN'S PENSION FUND.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the Commissioner
of Taxation, as ex-officio Treasurer and the City Auditor, be and they are hereby directed to
transfer or cause to be transferred the sum of \$8,500.00 from 1943 General Fund - Parking
Meter Account to the Police & Firemen's Pension Fund.

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett.
City Clerk

APPRO. NO. 39.

AN ORDINANCE (86)

APPROPRIATING \$82.08 OUT OF 1943 GENERAL FUND TO PAY JOE W.
JOERIS FOR LABOR & MATERIAL FOR EXTRA WORK DONE ON DETEN-
TION HOSPITAL.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$82.08.
be and the same is hereby appropriated out of 1943 General Fund - Police Department - to pay
Joe W. Joeris for labor and material for removing the three lower steps to the second floor
of Detention Hospital, changing the shape, widen the tread and re-placing same, as per ap-
proved invoice on file in the City Auditor's Office.

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

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 40.

AN ORDINANCE (87)

APPROPRIATING \$11,733.33 OUT OF THE POLICEMEN, FIREMEN'S AND
FIRE ALARM OPERATOR'S PENSION FUND, FOR PAYROLL.

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

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 41.

AN ORDINANCE (88)

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

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

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

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

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

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 42.

AN ORDINANCE (89)

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

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

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett,
City Clerk.

APPRO. NO. 43.

AN ORDINANCE (90)

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

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

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

PASSED AND APPROVED on the 24 day of June 1943.

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett,
City Clerk.

APPRO. NO. 44.

AN ORDINANCE (91)

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

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

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

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

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 45.

AN ORDINANCE (92)

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

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

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

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

P. L. Anderson
MAYOR PRO TEM.

Attest:

Sam C. Bennett
City Clerk.

APPRO. NO. 46

AN ORDINANCE (93)

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

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