

OV-155

AN ORDINANCE

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1937, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE-KEEPING AND RELEASING THE SURETIES ON ALL BONDS HERETOFORE GIVEN BY SAID BANK AS CITY DEPOSITORY

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

1. That the securities pledged with the Governing Body of the City of San Antonio by the National Bank of Commerce of San Antonio, Texas as City Depository, to secure the Funds of Said City, deposited and to be deposited, in said Bank, during the fiscal year beginning June 1, 1937 and ending May 31, 1938, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, be given said Bank for securities pledged by it, which said Securities are described as follows

1. (a) Securities pledged by the National Bank of Commerce are described in the attached Exhibit "A" which is made a part of the ordinance by reference as fully as if it were specified herein.

2. The receipt given to said Bank for the securities pledged by it shall recite in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce of San Antonio, Texas, as a Depository of said City, for the purpose of securing the funds of said City, deposited and to be deposited in said Bank during the fiscal year beginning June 1, 1937, upon the terms and conditions prescribed and provided by law.

3. It is directed that said securities be deposited by the Mayor, for safe-keeping, in safe depository box in the vaults of the National Bank of Commerce rented by the City from the said Bank.

4. That all securities on all bonds heretofore given to said City, by said National Bank of Commerce as City Depository, be and are hereby released from further liability as sureties on such bonds.

5. PASSED AND APPROVED on the 19th day of May, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

- - -

EXHIBIT "A"

RECEIVED from the National Bank of Commerce of San Antonio, Texas, the following described Securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1st, 1937, by virtue of ordinance passed July 15th, 1937, of said City to-wit:-

- \$50,000.00 U. S. Treasury Notes, 1 5/8%, Series "A" due 3-15-40, Nos. 4442-4443-4444 @ \$10,000.00 each; Nos. 2304-2305-2306-2307 @ \$5,000.00 each; Interest Coupon No. 7, due 9-15-38 and s/c attached.
- 250,000.00 U. S. Treasury Notes, 1 5/8%, due 3-15-40, Nos. 42365, 42369 inclusive, 41291, 41292, 41319, 41331 inclusive, 42350, 42354 inclusive, for \$10,000.00 each; Interest coupons due 9-15-38 and s/c attached.
- 500,000.00 U. S. Treasury Notes, 1 1/2%, due 6-15-40, Nos. 10906, 10909 inclusive, 10743, for \$100,000.00 each; Interest coupons due 12-15-38 and s/c Attached.
- 200,000.00 U. S. Treasury Notes, 2 1/8% Series "A" Due 6-15-39, Nos. 9487, 28247, 28182, 28183, 28184, 39896, 39897, 39898, 39900, 39762, 39763, 39764, 39765, 39766,

39767, 39768, 39769, 39770, 39771 @ \$10,000.00 each;
Interest Coupons due 12-15-38 and s/c Attached.

100,000.00 U. S. Treasury Notes, 1½%, Series "A" due 3-15-41;
Nos. 31897 through 31901, 33141, 7871, 7872, 33129,
33130; Interest Coupons due 9-15-38 and s/c Attached.

\$1,100,000.00

The said Securities have been deposited in Safe Deposit Box No. A-857 and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinances passed July 15th, 1937, of said City upon the terms and conditions prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS

BY C. K. Quin
Mayor

BY Frank H. Bushick
Commissioner of Taxation
and ex-officio City Treasurer

COUNTERSIGNED

Walter Tatsch
Auditor

Jas. Simpson
City Clerk

W J Heye

BANK REPRESENTATIVES

C. R. Spearman

E. S. Bell

- - -

AN ORDINANCE *01-156*

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1937, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE-KEEPING AND RELEASING THE SURETIES ON ALL BONDS HERETOFORE GIVEN BY SAID BANK AS CITY DEPOSITORY BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the securities pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce of San Antonio, Texas as City Depository, to secure the funds of said City, deposited and to be deposited, in said Bank, during the fiscal year beginning June 1, 1937 and ending May 31, 1938, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, be given said Bank for securities pledged by it, which said securities are described as follows:

1-(a) Securities pledged by the National Bank of Commerce are described in the attached Exhibit "A", which is made a part of the ordinance by reference as fully as if it were specified herein.

2. The receipt given to said Bank for the securities pledged by it shall recited in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce of San Antonio, Texas as a Depository of

said City, for the purpose of securing the Funds of said City, deposited and to be deposited, in said Bank during the Fiscal Year beginning June 1, 1937, upon the terms and conditions prescribed and provided by law.

3. It is directed that said securities be deposited by the Mayor for safe-keeping, in safe deposit box in the vaults of the National Bank of Commerce by the City from the said Bank.

4. That all securities on all bonds heretofore given to said City, by said National Bank of Commerce as City Depository, be and are hereby released from further liability as sureties on such bonds.

5. PASSED AND APPROVED this the 2nd day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

- - -
EXHIBIT "A"

San Antonio, Texas
May 31st, 1938

Received from the National Bank of Commerce of San Antonio, Texas, the following described Securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1st, 1937, by virtue of ordinance passed July 15th, 1937, of said City, to-wit:

- \$ 50,000.00 U. S. Treasury Notes, 1 5/8%, Series "A", due 3-15-40, Nos. 4442-4443-4444 @ \$10,000.00 each; Nos. 2304-2305-2306-2307 @ \$5,000.00 each; Interest Coupon No. 7 due 9-15-38 and s/c attached.
- 250,000.00 U. S. Treasury Notes, 1 5/8%, due 3-15-40, Nos. 42365-42369 inclusive, 41291, 41292, 41319, 41331 inclusive 42350, 42354 inclusive, for \$10,000.00 each; Interest Coupons due 9-15-38 and s/c attached.
- 500,000.00 U. S. Treasury Notes, 1 1/2%, due 6-15-40, Nos. 10906, 10909 inclusive, 10743, for \$100,000.00 each; Interest Coupons due 12-15-38 and s/c attached.
- 100,000.00 U. S. Treasury Notes, 1 1/2%, Series "A" due 3-15-41; Nos. 31897 through 31901, 33141, 7871-7872, 33129, 33130, Interest Coupons due 9-15-38 and s/c attached.
- 100,000.00 U. S. Treasury Bonds, 2 1/2% due 12-15-45; Nos. 16480-1, 15192, 6856 through 6858, 12602 through 12605 @ \$10,000.00 each; Interest Coupons due 12-15-38 and s/c attached.
- 100,000.00 Federal Farm Mortgage Corporation 1 1/2% Bonds due 9-1-39; No. 260 @ \$100,000.00, Interest Coupons due 9-1-38 and s/c attached.
- 400,000.00 U. S. Treasury Notes, 2 1/8%, Series "A" due 6-15-39, Nos. 67449 through 67468 @ \$10,000.00 each Nos. 9487-28247-28182-28183-28184-39896-39897-39898-39899-39900-39762-39763-39764-39765-39766-39767-39768-39769-39770-39771 @ \$10,000.00 each; Interest Coupons due 12-15-38 and s/c attached

\$1,500,000.00 TOTAL

The said securities have been deposited in Safe Deposit Box No. A-857 and have been duly pledge with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed July 15th, 1937, of said City upon the terms and conditions prescribed and provided by law.

COUNTERSIGNED

BANK REPRESENTATIVES

THE CITY OF SAN ANTONIO, TEXAS

WALTER TATSCH
Auditor

C. R. Spearman

BY C. K. Quin
Mayor

Jas. Simpson
City Clerk

E. S. Bell

BY Frank H. Bushick
Commissioner of Taxation
and ex-officio City Treasurer

W. J. Heye

AN ORDINANCE *OI-157*

ACCEPTING THE DEED OF GULF OIL CORPORATION FOR LAND AT ZARZAMORA AND
FREDERICKSBURG

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

1. That the deed, dated the 17 day of May, A. D. 1938, of the Gulf Oil Corporation, be accepted for land at Zarzamora Street and Fredericksburg Road to the City of San Antonio, to be used as a public street and sidewalk only, and whenever the said City of San Antonio shall cease to use the same for said purpose, then and thereupon said conveyance shall be null and void and the rights, titles, interests, claims and demands, release and quit claim to said land shall revert absolutely to the Gulf Oil Corporation, its successors or assigns, and no act nor omission on the part of the Gulf Oil Corporation shall be a waiver of the enforcement of said conditions.

2. The City of San Antonio will provide a new entrance ramp and sidewalk as shown on print S-4900, and will cut back the sidewalk and pave all of the property conveyed to the City by the Gulf Oil Corporation and move the pole shown on said print on or before the 30th day of June, A. D. 1938

3. PASSED AND APPROVED on the 31st day of May, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

- - -

AN ORDINANCE *OI-158*

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ALFRED PALM TO PURCHASE
LAND TO EXTEND WEST MULBERRY AVENUE

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

1. That the Mayor is authorized to execute the contract of bargain and sale entered into on the 21 of May, 1938, between Alfred and Virginia Palm and the City of San Antonio, for the purchase of land to extend West Mulberry Avenue, from Warner Street to Fredericksburg Road out of Lot 11, New City Block 3246, in consideration of which the City will pave the roadway with a 1 inch topping of rock asphalt without cost to the vendor.

2. PASSED AND APPROVED this 31st day of May, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

OI-159

AN ORDINANCE

MAKING A CONTRACT FOR THE PURCHASE OF STEEL RAIL WITH SONKEN-GALAMBA CORPORATION.

- - -

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

1. This ordinance creates and manifests the contract entered into by and between the City of San Antonio, made by the Board of Commissioners, and the contractor whose name is subscribed hereto and made a part hereof for all purposes, in words and figures as follows, WITNESSETH:-

2. The City will remove approximately 8,000 tons of steel rail at 2240 pounds per ton, from the streets, and cut girder rails into lengths less than 5 feet, and free the rail from concrete, brick, cast welds or asphalt, and put the rail on the trucks of the contractor at the place of removal and unload at the railroad shipping point.

3. The contractor agrees to have the trucks of the contractor at the place of removal whenever demanded by the City, and will haul away all rail as soon as the rail is removed from the pavement in the street, and agrees to keep the streets of the City open for unobstructed use by the public.

4. The City will expedite the removal of the rail and its preparation for delivery to the contractor as much as possible in the opinion of the City.

5. The contractor agrees that if for any reason the City shall choose to accelerate or retard its operations or to stop work entirely for a period, due to breakdowns, weather conditions or any other reason in the judgement of the City, that the contractor will adjust operations to conform with the operations of the City.

6. The contractor agrees to hold the City harmless, and reimburse it for any damage or demand that might result from the negligence of the said contractor, its agents or servants in the performance of this contract on the part of the contractor; or to the failure of the contractor to keep the streets free from obstruction and open to public traffic; and, the contractor will carry public liability insurance, property damage insurance and compensation insurance in an amount approved by the City and deposit the policies with the City.

7. The contractor will execute a performance bond for \$10,000.00 as a part of this contract, according to form on file herewith.

8. Should any dispute arise between the City and the contractor as to the manner of the execution of the work or any part thereof, the decision of Thomas H. Coghill, Co-ordinating Engineer of the City of San Antonio, in such matter, shall be final and conclusive, and said engineer shall give all directions and explanations requisite to the performance of the work under this contract.

9. All payments shall be made to the City Collector of the City of San Antonio at the office in the City Hall, and this contract shall be performable in Bexar County, Texas.

10. The contractor shall pay the City of San Antonio \$9.25 per gross ton at 2240 pounds per ton, for all the rail removed from the streets of said City and delivered to the contractor, in installments for each 100 tons of rail when loaded by the contractor. Railroad scale tickets shall fix the weights.

11. The contractor will supply the City at least 3 generators and cutting torches in good order and truck and truck driver free of cost to the City, which the City will keep in good repair and return to the contractor at the termination of this contract in the same condition as received, ordinary wear and tear excepted.

12. This document and included instruments is the entire contract between the parties

recites the full consideration therefor, there being no other written or parol agreement; it being understood that the charter of the City of San Antonio requires all of its contracts to be written and to be made by ordinance.

13. PASSED AND APPROVED this 5 day of May, A.D. 1938.

ATTEST:

C. K. Quin
Mayor.

Jas. Simpson
City Clerk.

ACCEPTED and ratified by the undersigned.

APPROVED AS TO FORM

SONKEN-GALAMBA CORPORATION.

Cobbs, Jr.
City Attorney.

By Wm. Ungerman
Contractor.

THE STATE OF TEXAS,
COUNTY OF BEXAR.
CITY OF SAN ANTONIO.

KNOW ALL MEN BY THESE PRESENTS:-

1. That we, Sonken-Galamba Corporation as principal, and United States Fidelity and Guaranty Company, Baltimore, Maryland, as surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation in the County of Bexar and State of Texas, in the sum of \$10,000.00, for the payment of which sum well and truly to be made in and to the City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally:-

2. The conditions of this bond, however, are such that, whereas, the said principal hereinafter called "Contractor", has made and entered into a certain contract in writing with the City of San Antonio for the purchase of approximately 8,000 tons of steel rail as and when delivered by the City to the contractor, and for the performance and observance of other matters and things in connection with said work, all of which more fully appears from said contract and included instruments, which are made a part of this bond by reference.

3. NOW, THEREFORE, if the contractor shall faithfully observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose, and pay for the rail at the time specified, which is of the essence of the contract, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is further understood and agreed that this bond shall be a continuous obligation against the principal and each surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the surety on this bond shall not be released in any manner or diminished by any change in the work which may be authorized or directed by the City, nor by the exercise or the failure to exercise by or on behalf of the City, of any right or remedy provided by the contract or specifications or by law or ordinance.

4. IN TESTIMONY WHEREOF, Witness our hands and the seal of any incorporated surety, this the 17th day of May, A.D. 1938.

SONKEN-GALAMBA CORPORATION

Wm. Ungerman
Contractor and Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY,

By J. E. Tichacek (SEAL)
Attorney in Fact.

Accepted and approved this
17 day of May, A.D. 1938.

UNITED STATES FIDELITY AND GUARANTY COMPANY,

By John J. Gill
Attorney in Fact, San Antonio,
Texas. (ZEAL)

C. K. Quin
Mayor.

Approved as to form
Cobbs, Jr.
City Attorney.

AN ORDINANCE *OI-160*

FOR PERMISSION TO USE THE CITY SANITARY SEWERS GRANTING THE PETITION
OF M. D. ALEXANDER

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

1. That the petition of M. D. Alexander outside the City Limits of the City of San Antonio, for a license to use the sanitary sewerage system of the City of San Antonio thru means to be made by the Licensee, is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is purely temporary and the City reserves the right to revoke same at any time, with or without notice for any reason that may in the judgment of the City be sufficient.

3. The connection with the City sewer to be made at the risk of the licensee .

4. That this permit is intended to cover only the sewerage from the property of the above mentioned petitioner, as same is now situated on said premises at 356 Arcadia Street, outside of the City Limits, and no other person or persons shall be allowed or permitted, by the person to whom this permit is granted his agents, servants or employees, to use the said City sanitary sewers thru the connection here permitted to be made to Lot (42) Block (1) Terrell Hills.

5. That the future purchaser or owner of the above property mentioned in this ordinance, shall comply with all the provisions hereof.

6. That the use to be made of said sewer connection with the City sewerage system shall be subject to the regulations and direction of the City and no use shall be made hereof which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever.

7. That in consideration of the permit hereby granted and the service to be rendered the said licensee hereunder, said grantee agrees to pay the City of San Antonio, as a rental charge, the schedule of fees fixed, and to be fixed, by the Ordinances of the City of San Antonio said rental commencing on the date of connection made with the City Sanitary sewers, but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be refunded, less any expense incurred by the City in the premises.

8. That the inspectors of the City shall have free access to the grantee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City sanitary sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers, and that all condition as herein embodied are being faithfully observed.

9. All expense incident to making this connection with the City sewers shall be borne by the petitioner, and the petitioner shall indemnify, hold and save harmless the City against any loss or damage of any character whatsoever incident to or caused by the use of the facilities herenow granted.

10. This Ordinance shall become effective upon recording with the County Clerk of Bexar, and the returning of same to the City Clerk for filing as a permanent record, and the filing by the petitioner of a written acceptance of same with the City Clerk.

11. The City of San Antonio shall never be liable to the licensee for pecuniary damages for failure to take and treat the sewage, of the licensee, said right of action is waived as a part consideration of this permit.

12. PASSED AND APPROVED on the 9th day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

AN ORDINANCE ^{OT-161}

FOR PERMISSION TO USE THE CITY SANITARY SEWERS GRANTING THE PETITION
OF A. L. COWAN

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

1. That the petition of A. L. Cowan, outside the City Limits of the City of San Antonio, for a license to use the sanitary sewerage system of the City of San Antonio thru means to be made by the Licensee, is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is purely temporary and the City reserves the right to revoke same at any time, with or without notice, for any reason that may in the judgment of the City be sufficient.

3. The connection with the City sewer to be made at the risk of the licensee.

4. That this permit is intended to cover only the sewerage from the property of the above mentioned petitioner, as same is now situated on said premises at 343 Arcadia Street, outside of the City Limits, and no other person or persons shall be allowed or permitted, by the person to whom this permit is granted, his agents, servants or employees, to use the said City sanitary sewers thru the connection here permitted to be made to Lot (13) Block (2) Terrell Hills.

5. That the future purchaser or owner of the above property mentioned in this ordinance shall comply with all the provisions hereof.

6. That the use to be made of said sewer connection with the City sewerage system shall be subject to the regulations and direction of the City and no use shall be made hereof which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever.

7. That in consideration of the permit hereby granted and the service to be rendered the said licensee hereunder, said grantee agrees to pay the City of San Antonio, as a rental charge, the schedule of fees fixed, and to be fixed, by the Ordinances of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers, but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be refunded, less any expense incurred by the City in the premises.

8. That the inspectors of the City shall have free access to the grantee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City Sanitary sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers, and that all condition as herein embodied are being faithfully observed.

9. All expense incident to making this connection with the City sewers shall be borne by the petitioner, and the petitioner shall indemnify, hold and save harmless the City against any loss or damage of any character whatsoever incident to or caused by the use of the facilities here now granted.

10. This Ordinance shall become effective upon recording with the County Clerk of Bexar, and the returning of same to the City Clerk for filing as a permanent record, and the filing by the petitioner of a written acceptance of same with the City Clerk.

11. The City of San Antonio shall never be liable to the licensee for pecuniary damages for failure to take and treat the sewage, of the licensee, said right of action is waived as a part consideration of this permit,

12. PASSED AND APPROVED on the 9th day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

AN ORDINANCE *OI-162*

FOR PERMISSION TO USE THE CITY SANITARY SEWERS GRANTING THE PETITION
OF M. D. ALEXANDER

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

1. That the petition of M. D. Alexander, outside the City Limits of the City of San Antonio, for a license to use the sanitary sewerage system of the City of San Antonio, thru means to be made by the Licensee, is granted hereby, subject to the following precedent conditions.
2. That the permit hereby granted is purely temporary and the City reserves the right to revoke same at any time, with or without notice, for any reason that may in the judgment of the City be sufficient.
3. The connection with the City sewer to be made at the risk of the licensee.
4. That this permit is intended to cover only the sewerage from the property of the above mentioned petitioner, as same is now situated on said premises at 336 Arcadia Street, outside of the City Limits, and no other person or persons shall be allowed or permitted, by the person to whom this permit is granted, servants, or employees, his agents, to use the said City sanitary sewers thru the connection here permitted to be made to lot (36) Block (1) Terrel Hills.
5. That the future purchaser or owner of the above property mentioned in this ordinance shall comply with all the provisions hereof.
6. That the use to be made of said sewer connection with the City sewerage system shall be subject to the regulations and direction of the City and no use shall be made hereof which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever.
7. That in consideration of the permit hereby granted and the service to be rendered the said licensee hereunder, said grantee agrees to pay the City of San Antonio, as a rental charge, the schedule of fees fixed, and to be fixed, by the ordinances of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers, but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be refunded, less any expense incurred by the City in the premises.
8. That the inspectors of the City shall have free access to the grantee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected, with said City Sanitary sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers, and that all conditions as herein embodied are being faithfully observed.
9. All expense incident to making this connection with the City sewers shall be borne by the petitioner, and the petitioner shall indemnify, hold and save harmless the City against any loss or damage of any character whatsoever incident to or caused by the use of the facilities here now granted.
10. This ordinance shall become effective upon recording with the County Clerk of Bexar, and the returning of same to the City Clerk for filing as a permanent record, and the filing by the petitioner of a written acceptance of same with the City Clerk.
11. The City of San Antonio shall never be liable to the licensee for pecuniary damages for failure to take and treat the sewage, of the licensee, said right of action is waived as a part consideration of this permit.
12. PASSED AND APPROVED on the 9th day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

AN ORDINANCE *OI-163*

AMENDING "AN ORDINANCE ADOPTING RULES AND REGULATIONS GOVERNING THE CITY MARKET HOUSE AND MARKET SQUARES".

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

1. That Section 2 of the Rules and Regulations Governing Lessees and Renters in the City Market House, passed and approved on the 14 of January, 1924, as amended, be and the same is hereby amended by repealing Paragraph 22 and enacting in lieu thereof the following stipulations:

2. "22. All rentals are payable in advance at the office of the Market Master, and if any tenant shall fail to pay such rental before the 7th day of the month for which it is due, the Market Master, may, without further notice declare any stand unpaid for, vacant and may immediately relet same. The amounts for the hire of stalls in the Market House are hereby fixed as follows:
Stalls 1-28, \$8.00; Stalls 2-24-27, \$21.60; Stalls 3-4-5, \$52.00;
Stalls 6-7-22-23, \$39.60; Stalls 8-9-10-11-12-13-16-17-18-19-20-21, \$86.40; Stalls 14-15, \$25.20; Stalls 25-26, \$14.40."

3. All ordinances and parts of ordinances in conflict with the foregoing amendment are hereby repealed.

4. PASSED AND APPROVED on the 9th day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

* * * * *

AN ORDINANCE *OI-164*

MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO FOR THE ELIMINATION OF UNFIT DWELLINGS, FOR THE FURNISHING OF CERTAIN CITY SERVICES, ETC.

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

This ordinance creates and manifests the contract entered into by and between the City of San Antonio and the Housing Authority of the City of San Antonio, whose name is subscribed hereto in acceptance and ratification hereof and made a part hereof for all purposes, that is to say:

WHEREAS, the Housing Authority of the City of San Antonio (herein called the "Authority") proposes to develop and administer a low-rent housing project (herein called the "Project") within the territorial limits of the City of San Antonio (herein called the "City") including approximately 1,350 dwelling units; and

WHEREAS, in connection with the development of the Project, the Authority desires to eliminate unsafe or insanitary dwelling units situated within the territorial limits of the City substantially equal in number to the number of newly constructed dwelling units to be provided by the Project; and

WHEREAS, the Authority has requested the City to co-operate with it and assist it in the elimination of such unsafe and insanitary dwelling units; and

WHEREAS, there exist in the City unsafe or insanitary dwelling units to a greater number than the number of new dwelling units to be included in the Project, and it is necessary and desirable that the City should eliminate such unsafe or insanitary dwelling units to protect the health, safety and morals of the inhabitants of this City; and

WHEREAS, it is necessary that the present low-income occupants of unsafe or insanitary dwelling units be provided with new dwelling units at rentals they can afford to pay; and

WHEREAS, it is necessary to the public health, safety and welfare of the City that the present low-income occupants of unsafe or insanitary dwellings in the City be provided with safe and sanitary dwellings at rentals they can afford to pay; and

WHEREAS, the City will directly benefit from the construction of new dwelling units for families of low income and from the elimination of unsafe or insanitary dwelling units within the City; and

WHEREAS, the Housing Authorities Law of the State of Texas provides that "the property of an authority is declared to be public property used for essential and governmental purposes and such property and an authority shall be exempt from all taxes and special assessments of the city, county, the State or any political subdivision thereof", and by virtue of said provision all the property of the Authority is exempt from all taxation by the City and all other political subdivisions of the State of Texas; and

WHEREAS, the City desires to cooperate with the Authority in respect to the development and operation of the Project by furnishing customary municipal services and facilities to the project and the tenants thereof without cost or charge to them and to cooperate in other ways with the Authority;

NOW, THEREFORE, in consideration of the premises and further in consideration of the mutual promises and undertakings hereinafter set forth, the City and Authority agree as follows:

1. The City agrees to eliminate unsafe or insanitary dwelling units of a number at least equal to the number of new dwelling units to be provided in the low-rent housing project (herein called the "Project") to be developed by the Authority (less the number of unsafe or insanitary dwelling units to be eliminated from the site of the Project by the Authority during the development of the Project), but in no event to exceed 1,350 unsafe or insanitary dwelling units.

2. The City agrees to eliminate such unsafe or insanitary dwelling units within the territorial limits of the City.

3. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in another:

(a) By demolishing such dwelling units which are on land acquired by the City by purchase or otherwise, including demolition of such dwelling units on land purchased for any public uses; or

(b) By causing the compulsory demolition, effective closing, repair or improvement of such unsafe and insanitary dwelling units; or

(c) By inducing private owners voluntarily to eliminate such dwelling units.

4. In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof; provided, however, that all unsafe or insanitary dwelling units eliminated by the City prior to the date of this Agreement but after September 1, 1937, will be counted as elimination under this Agreement if the Authority is satisfied that such elimination was undertaken in anticipation of the execution of this Agreement.

5. In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, the remedying of violations of local building code or ordinances by compulsory action of the City, in so far as it results in the elimination of unsafe or insanitary dwelling units, shall be considered as elimination. The voluntary remedying of such violations shall not be considered as elimination.

6. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, it is detrimental to safety, health of morals.

7. The Authority agrees:

(a) To advise the officers in charge of appropriate departments of the City of the existence of any unsafe or insanitary dwelling units in the City which the Authority finds as a result of its surveys or studies;

(b) To make reports to the City, from time to time, regarding such matters; and

(c) To co-operate with the City in securing the elimination of unsafe or insanitary dwelling units required hereunder.

8. The City agrees to cause its officers in charge of appropriate departments to make reports to the Authority from time to time regarding:

(a) The action taken by the City in the elimination or repair of unsafe or insanitary dwelling units hereunder;

(b) The dates of such action;

(c) The location of such dwelling units; and

(d) The condition of such dwelling units which made them unsafe or insanitary.

9. The Authority and the City agree that the elimination undertaken and required hereunder shall be considered as a part of the Project.

10. The City agrees to complete the elimination required hereunder within one year from the date of physical completion of the Project.

11. The City agrees that, during the period commencing with the date of the acquisition of any part of the site or sites for any Project and continuing throughout the useful life of such Project, it will furnish, without cost or charge to the Authority or the tenants thereof, municipal services and facilities for such Project and the tenants thereof, of the same character as those furnished without cost or charge for other dwellings and inhabitants in the City, including but not limited to: fire, police and health protection and services, street maintenance, garbage, trash and ash collection and disposal, street lighting on public streets within any Project and the boundaries thereof, and sewer services; that it will maintain in good repair and working order any and all municipal utilities and facilities, provided by it for the use and benefit of any Project or Projects and the tenants thereof; and that it will maintain in good repair streets, roads and alleys which are within, adjacent or leading to the boundaries of any Project or Projects. The term "useful life of such Project" as used in the foregoing, shall mean the period of physical usefulness of the Project for the purpose of providing dwelling accommodations, but in no event less than the number of years during which any of the bonds issued to aid in financing the development of the Project shall remain outstanding.

12. The City agrees to plan or replan, zone or rezone to an appropriate residential classification, any area in the City within which a Project or Projects shall be located, and that it will vacate, furnish, dedicate, close, pave, install, grade or regrade, plan or replan any streets, roads, roadways, alleys, sidewalks or other places, which the Authority finds are necessary in the development of the Projects, in the area of a Project or Projects or adjacent

thereto.

13. The City agrees to waive such building and inspection fees as might be payable by the Authority if it is or becomes subject to the payment of such fees, and agrees to make such exceptions from building regulations and ordinances as are found by the Authority to be necessary in the development of the Projects.

14. The Authority agrees to dedicate, and the City agrees to accept for municipal purposes, land which may be owned or acquired by the Authority and which the Authority determines to use for streets and alleys within the boundaries of the Project or for the purpose of providing ingress and egress therefrom. The cost of the laying out, grading and paving of such streets and alleys shall be financed in such manner as may be agreed upon by the City and the Authority.

15. The Authority agrees that it will use its best efforts to develop the Project as rapidly as possible and to operate and maintain such Project for families of low income. The Authority agrees to keep the City fully informed as to the status of the Project.

16. The City consents to the assignment of this Agreement for the protection of the holders of any bonds issued to aid in financing the development of the Project, but the City accepts no responsibility for the payment of interest or principal of said bonds.

PASSED AND APPROVED this 10 day of June, 1938.

ATTEST:

Jas. Simpson
City Clerk.

(SEAL)

C. K. Quin
Mayor.

The Housing Authority of the City of San Antonio hereby accepts and ratifies the above contract, and in witness thereof has caused this contract to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Secretary.

HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO

By James V. Graves
Chairman.

ATTEST:

H. W. Graff
Secretary.

(SEAL)

OL-165

AN ORDINANCE

REPEALING AN ORDINANCE AMENDING "AN ORDINANCE ADOPTING RULES AND REGULATIONS GOVERNING THE CITY MARKET HOUSE AND MARKET SQUARES"; AND AMENDING SECTION 2 THEREOF.

- - -

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

1. That, an ordinance entitled "AN ORDINANCE AMENDING 'AN ORDINANCE ADOPTING RULES AND REGULATIONS GOVERNING THE CITY MARKET HOUSE AND MARKET SQUARES'", passed and approved on the 9 day of June, A. D. 1938, be and the same is hereby repealed.

2. That Section 2 of the Rules and Regulations Governing Lessees and Renters in the City Market House, passed and approved on the 14 of January, 1924, as amended, be and the same is hereby amended by repealing Paragraph 22 and enacting in lieu thereof the following stipulations:

3. "22. All rentals are payable in advance at the office of the Market Master, and if any tenant shall fail to pay such rental before the 7th day of the month for which it is due, the Market Master, may, without further notice declare any stand unpaid for, vacant and may immediately re-let same. The Amounts for the hire of stalls in the Market House are hereby fixed as follows: Stall 1, \$8.00; Stall 2, \$22.00; Stall 3, \$17.00; Stall 4, \$17.00; Stall 5, \$17.00; Stall 6, \$20.00; Stall 7, \$20.00; Stall 8, \$43.00; Stall 9, \$43.00; Stall 10, \$43.00; Stall 11, \$43.00; Stall 12, \$43.00; Stall 13, \$43.00; Stall 14, \$25.00; Stall 15, \$25.00; Stall 16, \$43.00; Stall 17, \$43.00; Stall 18, \$43.00; Stall 19, \$43.00; Stall 20, \$43.00; Stall 21, \$43.00; Stall 22, \$20.00; Stall 23, \$20.00; Stall 24, \$22.00; Stall 25, \$14.00; Stall 26, \$14.00; Stall 27, \$22.00; Stall 28, \$8.00; per month".

4. All ordinances and parts of ordinances in conflict with the foregoing amendment are hereby repealed.

5. PASSED AND APPROVED this 13 day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

* * *

AN ORDINANCE *OI-166*

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$6,000.00 FROM THE FROST NATIONAL BANK AND THE ALAMO 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 and the Alamo National Bank of San Antonio, Texas, \$6,000.00, to pay that part of the current expenses for the fiscal year beginning June 1st, 1938 and ending May 31st, 1939, 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 1st day of July, A. D. 1929; which sum does not exceed the estimated income for said fiscal year for said purpose.

2. As evidence of said loan 6 promissory notes of the City of San Antonio will be executed and 3 notes delivered to the Frost National Bank and 3 notes delivered to the Alamo National Bank representing the amount borrowed from each of said banks respectively, 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 6, both inclusive, and shall be for the sum of \$1,000.00 each, aggregating \$6,000.00, and shall bear interest at the rate of 3 per cent per annum from date until maturity, interest to be paid only on money actually advanced on said notes and only from the dates of the advancement to the dates of payment, which notes shall be signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, and the corporate seal of the City shall be applied thereto, and said notes shall draw interest after maturity until paid at the rate of 6 per cent per annum; all advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than June 30th, A.D. 1939, with the 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 revenues 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 notes bearing odd numbers, aggregating the sum of \$3,000.00, shall be payable to the order of the Frost National Bank, and the notes bearing even numbers, aggregating \$3,000.00, shall be payable to the order of the Alamo National Bank.

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

"CITY OF SAN ANTONIO PENSION FUND NOTE, 1938.

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 (- name of bank -)

of San Antonio, Texas, on or before the 30th day of June, A.D. 1939, the principal sum of (---State amount in dollars---) in lawful money of the United States of America, together with interest thereon from date hereof until maturity, at the rate of 5 per cent per annum, payable monthly, and after maturity until paid at 6 per cent.

This note is one of a series of 6 notes, numbered from 1 to 6, both inclusive, notes being of the denomination of \$1,000.00, aggregating \$6,000.00, authorized to be issued from time to time by the City of San Antonio, evidencing loans made to said City by said banks, for the purpose of paying off certain indebtedness incurred for current expenses of said City during the fiscal year beginning June 1st, A.D. 1938, ending May 31st, A.D. 1939, 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 Minutes of said City Commissioners, 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; notes issued alternately, to the Frost National Bank and to the Alamo National Bank.

It is hereby certified and recuted 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 1st, A.D. 1938, to May 31st, A.D. 1939, 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."

6. 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.

7. That the Mayor of said City be and he is hereby authorized and directed to deliver said promissory notes to the payees 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.

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

9. PASSED AND APPROVED this 13 day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

* * * *

01-167

AN ORDINANCE

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$8,000.00 TO PAY 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 1938 beginning June 1, 1938, there shall be borrowed and secured from the Frost National Bank an advance of money in the sum of \$4,000.00, and from the Alamo National Bank an advance of money in the sum of \$4,000.00, as provided by the Charter and Ordinances of said City, which amounts do not exceed the estimated revenue and income of said City for said fiscal year applicable to said purpose.

2. That to evidence said loans and advances by said banks, there shall be executed and delivered to them 8 promissory notes of the City of San Antonio, numbered consecutively from 1 to 8, both inclusive, for the sum of \$1,000.00 each, the notes bearing odd numbers shall be payable to the order of the Frost National Bank and the notes bearing even numbers shall be payable to the order of the Alamo National Bank, all as provided by the Charter and Ordinances of the City of San Antonio, the said notes aggregating the sum of \$8,000.00, and shall bear interest at the rate of 3 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 payments, and, provided, that said notes shall bear interest at the rate of 6 per cent after maturity until paid; said notes shall be signed by the Mayor, countersigned by 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 30th day of June, 1939, with privilege of prepayment prior to maturity; and the said warrants and/or notes given by said City to said banks 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. That 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 said 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 LIBRARY FUND NOTE, 1938.

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 (--- name of bank ---) of San Antonio, Texas, on or before the 30th day of June, 1939, the principal sum of (--- State amount in dollars ---), in lawful money of the United States of America, together with interest thereon from date hereof until maturity, at the rate of 3 per cent per annum payable monthly, and at the rate of 6 per cent per annum after maturity until paid.

This note is one of a series of 8 notes, numbered 1 to 8, both inclusive, being of the denomination of \$1,000.00 each, aggregating \$8,000.00, authorized to be issued from time to time by the City of San Antonio to the Alamo National Bank and the Frost National Bank of San Antonio, Texas, evidencing loans made to said City by said Banks, for the purpose of paying indebtedness incurred and to be incurred for current expenses of said City for support and maintenance of public libraries of said City, for the fiscal year beginning June 1, 1938 and ending May 31, 1939, 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 Minutes of the City Commissioners 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 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. Upon payment of said notes, or any of them, the same shall be cancelled by the holder and returned to the City Auditor.

8. PASSED AND APPROVED this 13 day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

* * *

DI-168

AN ORDINANCE

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$200,000.00 TO PAY CURRENT EXPENSES OF THE FISCAL YEAR 1938, AUTHORIZING THE EXECUTION OF NOTES AND FIXING A LIEN ON THE INCOME OF THE CITY TO SECURE PAYMENT.

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

1. That the City of San Antonio may borrow \$100,000.00 from the Frost National Bank and may borrow \$100,000.00 from the Alamo National Bank, which sums do not exceed the estimated income of said City for the current fiscal year, to pay the current expenses of San Antonio for the fiscal year 1938, beginning the 1st of June, 1938 and ending the 31st day of May, 1939, in anticipation of the receipts of taxes levied for the fiscal year 1938 and the current revenue for that year, and shall pledge as security for such loans said uncollected taxes and revenue and shall pay interest upon all amounts borrowed; and to evidence said loans, promissory notes of the City of San Antonio shall be executed and delivered to the Frost National Bank of San Antonio, and to the Alamo National Bank, as stipulated by the Constitution and Laws of the State of Texas and the Charter and Ordinances of the City of San Antonio.

2. Four promissory notes for \$25,000.00 each bearing the numbers 1, 3, 5 and 7, shall be issued payable to the Frost National Bank of San Antonio, Texas, which notes shall be dated the date of delivery and shall become due and payable on or before the 30 day of June, 1939, and shall bear interest at the rate of 3 per cent per annum from date until maturity, and 6 per cent per annum after maturity until paid, but interest shall be paid only on cash advanced on said notes and only from the date of such advancements.

3. Four promissory notes for \$25,000.00 each bearing the numbers 2, 4, 6 and 8, shall be issued payable to the Alamo National Bank of San Antonio, Texas, which notes shall be dated the date of the delivery and shall become due and payable on or before the 30th day of June, 1939, and shall bear interest at the rate of 3 per cent per annum from date until maturity and 6 per cent per annum after maturity until paid, but interest shall be paid only on cash advanced on said notes and only from the date of such advancements.

4. The notes shall be signed by the Mayor, countersigned by the City Auditor, attested by the City Clerk, and the corporate seal of the City shall be impressed thereon. All

advances shall be made on warrants and/or notes legally contracted with the privilege of payment prior to maturity. The aggregate amount of warrants, notes or other current obligations which shall be outstanding at any one time, shall not exceed the uncollected estimated income of the City of San Antonio available for the payment of this debt, and the warrants and/or other notes shall constitute a first lien upon the current revenue for the fiscal year 1938, and the uncollected taxes and revenue for such year, and all uncollected and unpledged back taxes for previous years, are pledged irrevocably hereby for the payment of said notes and loan, and said notes and loan and all interest thereon shall be paid from said income before such taxes and revenue may be appropriated lawfully to any other purpose whatsoever.

5. That the proceeds of said loan shall be used, first, to take up and pay off the indebtedness incurred for current expenses of said City during the present fiscal year, and the remainder of said proceeds be advanced as the notes are delivered by the City, and such proceeds shall be deposited to the credit of the City of San Antonio, under the provisions of the laws and ordinances, to be used in payment of the current expenses of said City for the current fiscal year.

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

"CITY OF SAN ANTONIO 1938 GENERAL FUND NOTE

The City of San Antonio, a municipality of the State of Texas, in the County of Bexar, for value received, promises to pay to the order of (-- name of bank --) of San Antonio, on or before the 30th day of June, A.D. 1939, at the office of the Treasurer of the City of San Antonio, 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 3 per cent per annum payable monthly and at the rate of 6 per cent after maturity until paid.

This note is one of a series of 8 notes, numbered from 1 to 8, inclusive, authorized to be issued by the City of San Antonio, notes being of the denomination of \$25,000.00 each, aggregating \$200,000.00, to evidence loans made to said City by said bank to pay the indebtedness for current expenses of said City during the fiscal year 1938 and to supply money to pay the current expenses of said City for the remainder of said fiscal year; said notes having been issued under the authority of the Charter and the Ordinances of the City of San Antonio and the Constitution and General Laws of the State of Texas by virtue of an ordinance passed by the Board of Commissioners of the City of San Antonio, which Ordinance is recorded in the Minutes of the Board of Commissioners, and is included herein by reference for all intents and purposes.

The date of this note is the date of the loan and the delivery of the money to the City of San Antonio by the payee as stipulated in said Ordinance.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have been done and performed properly, and have happened in regular and due time, form and manner, as stipulated by law; and that the full faith and credit of the City of San Antonio and the current taxes and the current revenue of said City for the current fiscal year 1938 and all uncollected and unpledged back taxes for previous years are pledged for the punctual payment of the amount of this note."

7. The City of San Antonio will levy a tax as stipulated by law at a rate sufficient to pay the note specified herein according to its tenor and effect.

8. The Mayor of the City of San Antonio is hereby authorized and directed to execute and deliver said note to the payee herein specified upon the payment by said payee of the amount designated in said note.

9. PASSED AND APPROVED this 13 day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

AN ORDINANCE *OL-169*

FOR PERMISSION TO USE THE CITY SANITARY SEWERS, BRANTING THE PETITION OF ED. NEIHAUS.

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

1. That the petition of Ed. Neihaus, outside the City Limits of the City of San Antonio, for a license to use the sanitary sewerage system of the City of S. A. thru means to be made by the Licensee, is granted hereby, subject to the following precedent conditions.

2. That the permit hereby granted is purely temporary and the City reserves the right to revoke same at any time, with or without notice, for any reason that may in the judgment of the City be sufficient.

3. The connection with the City sewer to be made at the risk of the licensee to Lot 22 & $\frac{1}{2}$ of lot 21, County Block #4.

4. That this permit is intended to cover only the sewerage from the property of the above mentioned petitioner, as same is now situated on said premises at 219 Tuxedo Drive, outside of the City Limits, and no other person or persons shall be allowed or permitted, by the person to whom this permit is granted, his agents, servants or employees, to use the said City sanitary sewers thru the connection here permitted to be made.

5. That the future purchaser or owner of the above mentioned property in this ordinance, shall comply with all the provisions hereof.

6. That the use to be made of said sewer connection with the City sewerage system shall be subject to the regulations and direction of the City and no use shall be made hereof which might in any way impair the City sewer system or cause same to be obstructed or damaged in any manner whatsoever.

7. That in consideration of the permit hereby granted and the service to be rendered the said licensee hereunder, said licensee agrees to pay the City of San Antonio, as a rental charge, the schedule of fees fixed, and to be fixed, by the Ordinances of the City of S. A., said rental commencing on the date of connection made with the City sanitary sewers, but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be refunded, less any expense incurred by the City in the premises.

8. That the inspectors of the City shall have free access to the grantee's premises and all buildings situated thereon during the continuance of this permit and while said premises are connected with said City sanitary sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers, and that all condition as herein embodied are being faithfully observed.

9. All expense incident to making this connection with the City sewers shall be borne by the petitioner, and the petitioner shall indemnify, hold and save harmless the City against any loss or damage of any character whatsoever incident to or caused by the use of the facilities here now granted.

10. This ordinance shall become effective upon the recording with the County Clerk of Bexar, and the returning of same to the City Clerk for filing as a permanent record, and the filing by the petitioner of a written acceptance of same with the City Clerk.

11. The City of S. A. shall never be liable to the licensee for pecuniary damages for failure to take and treat the sewage of the licensee, said right of action is waived as a part consideration of this permit.

12. PASSED AND APPROVED this 16 day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

AN ORDINANCE *OI-170*

APPOINTING LAWRENCE W. PYTEL A MEMBER OF THE FIRE AND POLICE CIVIL SERVICE BOARD.
BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That in pursuance of the nomination and election by the majority of the Commissioners of the City of San Antonio that Lawrence W. Pytel be and he is hereby appointed and confirmed as a member of the Fire and Police Civil Service Board, created by Article VI of the Charter of the City of San Antonio, for a period of 5 years beginning on the 1 day of June, A. D. 1938 and ending on the 31 day of May, A. D. 1943.

2. PASSED AND APPROVED this 16 day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

- - -

AN ORDINANCE *OI-171*

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1937, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE-KEEPING AND RELEASING THE SURETIES ON ALL BONDS HERETOFORE GIVEN BY SAID BANK AS CITY DEPOSITORY.

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

1. That the securities pledged with the governing body of the City of San Antonio by the National Bank of Commerce of San Antonio, Texas as City Depository, to secure the funds of said City, deposited and to be deposited, in said Bank, during the fiscal year beginning June 1, 1937 and ending May 31, 1938, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, be given said Bank for securities pledged by it, which said securities are described as follows:

1-(a) Securities pledged by the National Bank of Commerce are described in the attached Exhibit "A", which is made a part of the ordinance by reference as fully as if it were specified herein.

2. The receipt given to said Bank for the securities pledged by it shall recite, in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce of San Antonio, Texas, as a Depository of said City, for the purpose of securing the Funds of said City, deposited and to be deposited, in said Bank during the Fiscal Year beginning June 1, 1937, upon the terms and conditions prescribed and provided by law.

3. It is directed that said securities be deposited by the Mayor, for safe-keeping, in safe deposit box in the vaults of the National Bank of Commerce rented by the City from the said Bank.

4. That all securities on all bonds heretofore given to said City, by said National Bank of Commerce as City Depository, be and are hereby released from further liability as sureties on such bonds.

5. PASSED AND APPROVED this 16th day of June, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk.

C. K. Quin
Mayor.

EXHIBIT "A"

San Antonio, Texas
June 16th, 1938.

Received from the National Bank of Commerce of San Antonio, Texas, the following described Securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the fiscal year beginning June 1st, 1937, by virtue of an ordinance passed July 15th, 1937, of said City to-wit:

- \$ 50,000.00 U. S. Treasury Notes, 1 5/8%, Series "A", due 3-15-40, Nos. 4442-4443-4444 @ \$10,000.00 each; Nos. 2304-2305-2306-2307 @ \$5,000.00 each; Interest coupon No. 7, due 9-15-38 and s/c attached.
- 250,000.00 U. S. Treasury Notes, 1 5/8%, due 3-15-40, Nos. 42365-42369 inclusive, 41291, 41292, 41319/41331 inclusive, 42350/42354 inclusive, for \$10,000.00 each; Interest coupons due 9-15-38 and s/c attached.
- 500,000.00 U. S. Treasury Notes, 1 1/2%, due 6-15-40, Nos. 10906/10909 inclusive, 10743, for \$100,000.00 each; Interest coupons due 12-15-38 and s/c attached.
- 100,000.00 U. S. Treasury Notes, 1 1/2%, Series "A", due 3-15-41; Nos. 31897 through 31901, 33141, 7871-7872, 33129-33130; Interest coupons due 9-15-38 and s/c attached.
- 100,000.00 U. S. Treasury Bonds, 2 1/2%, due 12-15-45; Nos. 16480-1, 15192, 6856 through 6858, 12602 through 12605 @ \$10,000.00 each; Interest coupons due 12-15-38 and s/c attached.
- 135,000.00 Federal Farm Mortgage Corporation 1 1/2% Bonds due 9-1-39; No. 260 @ \$100,000.00, Nos. 5184-5-6 @ \$10,000.00 each, No. 2008 @ \$5,000.00; Interest coupons due 9-1-38 and s/c attached.
- 400,000.00 U. S. Treasury Notes, 2 1/8%, Series "A", due 6-15-39; Nos. 67449 through 67468 @ \$10,000.00 each, Nos. 9487-28247-28182-28183-28184-39896-39897-39898-39899-39900-39762-39763-39764-39765-39766-39767-39768-39769-39770-39771 @ \$10,000.00 each; Interest coupons due 12-15-38 and s/c attached.
- 200,000.00 Home Owners' Loan Corporation 1 1/2% Series F Bonds of 6-1-39; Nos. W48 @ \$100,000.00, Nos. S990-1-2-3, S7379-7380-1-2, S7496-7 @ \$10,000.00 each; Interest coupons due 12-1-38 and s/c attached.

\$1,735,000.00 TOTAL

The said securities have been deposited in Safe Deposit Box No. A-857 and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose of securing the funds of said City deposited and to be deposited in said Bank by virtue of Ordinance passed July 15th, 1937, of said City upon the terms and conditions prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS

BY: C. K. Quin
MAYOR.

BY: Frank H. Bushick
Commissioner of Taxation
and ex-officio City Treasurer.

COUNTERSIGNED:

Walter Tatsch
Auditor

Jas. Simpson
City Clerk

(SEAL)

W. J. Heye

BANK REPRESENTATIVES:

C. R. Spearman

E. L. Bell