

AN ORDINANCE OI-180

MAKING CONTRACT WITH WYATT, ANIOL AND AULD

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

1. That this ordinance creates and manifests the contract between the City of San Antonio, as recommended by the Municipal Advertising Commission of the City of San Antonio, and Wyatt, Aniol and Auld, a partnership consisting of William I. Wyatt, Claude B. Aniol and Orrin C. Auld, their heirs and assigns, all of the County of Bexar and State of Texas, WITNESSETH:-

2. Wyatt, Aniol and Auld agree to prepare copy for advertisements, booklets and other printed and illustrated matter and publicity matter for magazines and periodicals, which shall be authorized by the Municipal Advertising Commission; and where authorized specifically by the Commission, shall place it for publication in the various advertising media which may be approved specifically from time to time jointly by the Commission and by the Mayor and City Commissioners of the City of San Antonio in the City Advertising Campaign for the period between this date and May 31, 1939.

3. None of the services of Wyatt, Aniol & Auld under this contract shall establish any obligation upon the City of San Antonio and the Municipal Advertising Commission, other than that of paying the cost of such items as may be published in this campaign with the specific joint approval of the Municipal Advertising Commission and the Mayor and Commissioners of the City of San Antonio.

4. Wyatt, Aniol & Auld agree to prepare and place copy for the advertising campaign strictly and solely where specifically authorized and approved from time to time by both the Municipal Advertising Commission and the Mayor and Board of Commissioners of the City of San Antonio. Wyatt, Aniol & Auld shall not have any authority to make any contracts or incur any expense or obligations for the Mayor and Commissioners or the Advertising Commission, it being agreed that Wyatt, Aniol & Auld's services and authority are limited to furnishing the copy and material and assistance and advice in said matters and that all contracts and agreements and all matters incurring any financial obligation in connection therewith shall be entered into only upon the action of the Mayor and Commissioners of the City and the Advertising Commission and that Wyatt, Aniol & Auld shall not have the authority to incur any financial obligations for them.

5. It is further agreed that in event Wyatt, Aniol & Auld shall not render its services satisfactorily to the Municipal Advertising Commission and the Mayor and City Commissioners (of which they shall be the sole judge) at any time thereafter the Advertising Commission and the Mayor and City Commissioners may at their option terminate this agreement. It is agreed that Wyatt, Aniol & Auld shall receive no compensation for its services from the Advertising Commission or Mayor and Commissioners of the City of San Antonio, but shall receive its sole compensation by way of commission in the usual rate of 10 percent, 13 percent and 15 percent, and art work at cost, from the publications where the advertising matter is placed; but it shall render to the Advertising Commission and Mayor and City Commissioners a statement of Commissioners received by it and they shall not be in excess of an amount deemed reasonable by the said Commission and Mayor and City Commissioners.

6. It is further agreed that all bills for advertising in publications are to be paid by the City of San Antonio, to Wyatt, Aniol & Auld, on requisition approved by the Advertising Commission, in sufficient time to enable the advertising agency to take advantage of all cash discounts for the benefit of the City Advertising Fund.

7. It is further agreed that within a reasonable time after a requisition shall have been paid by the City of San Antonio, Wyatt, Aniol & Auld shall confirm all expenditures

under said requisitions by receipted invoices and checking copies of the advertisement approved by the Advertising Commission, and to be checked by the City Auditor. It is further agreed that Wyatt, Aniol & Auld shall make at the close of the season, or as soon as possible thereafter, a statement showing total amount of moneys expended, where and how spent, inquiries received and results achieved from the advertising placed by this agency.

8. It is not the intention of this contract to create the relation of principal and agent between the parties hereto, but Wyatt, Aniol & Auld shall have the status of an independent contractor.

9. This contract shall be performable exclusively in the County of Bexar and State of Texas, and all payments shall be made at the office of the City Treasurer.

10. This instrument in writing constitutes the entire agreement of accord and satisfaction between the parties, there being no other written or parol agreement with any officer or employee of the City: it being understood by the parties hereto that the Charter of the City of San Antonio requires all contracts to be in writing and approved by ordinance, before the City is bound.

11. PASSED AND APPROVED this 4th day of August, A. D. 1938.

C. K. Quin
Mayor

ATTEST:

Jas. Simpson
City Clerk

WYATT, ANIOL & AULD

BY Claude B. Aniol
Partner

ATTEST:

Arthur E. Biard
Secretary

MUNICIPAL ADVERTISING COMMISSION

BY Frank G. Huntress
Chairman

AN ORDINANCE

OI-181

AMENDING "AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COST OF THE IMPROVEMENT OF STEVES AVENUE FROM SOUTH HACKBERRY STREET TO SOUTH NEW BRAUNFELS AVENUE, AND TO PROVIDE FOR THE ISSUANCE OF ASSESSMENT CERTIFICATES, AND FOR OTHER PURPOSES".

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

1. That an ordinance levying special assessments for the cost of the improvement of Steves Avenue from South Hackberry Street to South New Braunfels Avenue and to provide for the issuance of assessment certificates and for other purposes, which put a lien on certain lots in New City Blocks 3383, 3384, 3385, 3386, 6571, 6572, 1683, 1684, 6755, A-29, 6851, 6835, 6836, 6215, 6214 and 7034, passed and approved on the 21 day of April, A. D. 1938, and filed for record in the office of the County Clerk of Bexar County on the 22 day of April, A. D..1938, and recorded in the Records of Deeds of said County in Book Volume 1627 on pages 524-32, be amended by changing the sentence "passed and approved this 21 day of April, A. D. 1937", which was an erroneous recitation of the date of passage, to "passed and approved this 21 day of April A. D. 1938", which was the correct date of the passage of said ordinance.

2. The City Clerk of the City of San Antonio is directed to change his records to show the correct date of the passage of said ordinance, and this ordinance shall be filed with the County Clerk of Bexar County to correct the record of said ordinance and give notice of the correct date of the passage thereof.

3. PASSED AND APPROVED this 18th day of August, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

AN ORDINANCE

OI-182

CITY OF SAN ANTONIO
BY C. K. QUIN, MAYOR *
TO *
JOSEPH J. KUSH *

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

1. That the City of San Antonio does by these presents remise, release and abandon to Joseph J. Kush, his heirs and assigns, the easement in the East one-half of the old Alamo Madre Ditch on the West side of Lot No. 2, in Block No. 5, New City Block 890, in the City of San Antonio, Bexar County, Texas, conveyed to said Joseph J. Kush by deed from Franciska Gimbel to Joseph J. Kush, dated July 30, 1907, recorded in Volume 267, Page 315 of the Deed Records of Bexar County, Texas.

2. It is ordered by two-thirds vote of the full Board of Commissioners of the City of San Antonio that this ordinance shall receive final action without having first been read at three several meetings of the Commission.

3. PASSED AND APPROVED this the 30th day of August, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor

AN ORDINANCE OY-183

OF THE CITY OF SAN ANTONIO, TEXAS, ESTABLISHING IMPROVEMENT DISTRICT NO. 15
IN SAID CITY AND DEFINING AND FIXING THE LIMITS THEREOF

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

SECTION 1. That an improvement district, to be known as "Improvement District No. 15" in the City of San Antonio, Bexar County, Texas, as provided by the Charter of the City and the law, be and the same is hereby established, with limits and boundaries as follows:

BEGINNING at a point opposite the Bexar County Court House at the center of the intersection of Villita Street and Dwyer Avenue; THENCE east along the center of Villita Street to South Alamo Street; THENCE north along the center of South Alamo Street to a point opposite the south line of Lot A-1 in City Block 872; THENCE east along the south line of said Lot A-1 to its southeast corner; THENCE along the east line of said Lot A-1 and to the center of East Commerce Street (so as to include in the District said Lot A-1); THENCE east along the center line of East Commerce Street to the center of the intersection of East Commerce Street and St. Joseph Street; THENCE north along the center line of St. Joseph Street to the center of the intersection of said street with Blum Street; THENCE west along the center of Blum Street and across North Alamo Street to the northeast corner of Lot 9 in City Block 145; THENCE west along the north line of said lot 9 and to the center of Losoya Street; THENCE north along the center of Losoya Street to the Center of the intersection of Losoya Street and College Street; THENCE along the center of College Street to a point opposite the east line of Lot A-6 in City Block 416; THENCE North along the east line of said Lot A-6 and to the center of East Houston Street; THENCE west along the center of East Houston Street to a point opposite the east line of Lot A-5 in City Block 415; THENCE north and along the east line of said Lot A-5 and continuing north across the alley and along the east line of Lot A-8 in said City Block 415 and to the center of East Travis Street; THENCE along the center of East Travis Street to a point opposite the east line of Lot 16 (or A-16) of City Block 408; THENCE north along the east line of said Lot 16 to its intersection with the south line of Lot A-17 in said City Block 408; THENCE east along the south line of said Lot A-17 to the southeast corner of said Lot; THENCE north along the east line of said Lot A-17 and continuing north across the alley and along the east line of Lot 13 in said City Block 408 and to the center of East Pecan Street; THENCE west along the center of East Pecan Street to the center of the intersection of East Pecan Street and North St. Mary's Street; THENCE north along the center of North St. Mary's Street to the center of the intersection of North St. Mary's Street and East Martin Street; THENCE east along the center of East Martin Street, to a point opposite the southeast corner of Lot 4 in City Block 412; THENCE north along the east line of said Lot 4 in City Block 412 to the northeast corner of said Lot 4; THENCE to the center line of Auditorium Circle and with said center line around Auditorium Circle, passing to the west of the Municipal Auditorium, to the center of Richmond Avenue bridge across the San Antonio River; THENCE north with the center line of Richmond Avenue to the center of the intersection of Richmond Avenue and North St. Mary's Street; THENCE southwest along the center of North St. Mary's Street to the center of the intersection of North St. Mary's Street and Navarro Street; THENCE northwest along the center of Navarro Street to the center of the intersection of Navarro Street and Augusta Street; THENCE southwest and along the center of Augusta Street to the center of the intersection of Augusta Street and Giraud Street; THENCE west along the center of Giraud Street to the Center of the intersection of Giraud Street and Soledad Street; THENCE south along the center of Soledad Street to the center of the intersection of Soledad Street and West Houston Street; THENCE west along the center line of West Houston Street to the center of the intersection of West Houston Street and Main Avenue; THENCE south along the center of Main Avenue to a point opposite the north line of Lot A-9 in City Block 909; THENCE east and along the north line of said Lot A-9 and Lot A-8 of said City Block 909 to the northeast corner of said lot A-8; THENCE south with the east line of said Lot A-8 and to the center line of West Commerce Street; THENCE east with the center line of West Commerce Street to the intersection of West Commerce Street and Soledad Street; THENCE south and along the projected line of the center of Soledad Street, crossing Main Plaza and continuing south, crossing Dolorosa Street and continuing south along the center line of Dwyer Avenue to the point of beginning; the boundaries and limits of said District being shown upon the map attached hereto and made a part hereof.

SECTION 2. That said improvement District No. 15 is hereby invested with the status of and with all of the authority, rights, powers, benefits and privileges of an improvement district as authorized by the law and the Charter of the City of San Antonio.

PASSED AND APPROVED the 15th day of September, A. D. 1938.

ATTEST: Jas. Simpson
City Clerk

C. K. Quin
Mayor