

AN ORDINANCE (886) *OI-367*

AUTHORIZING APPLICATION FOR A CIVILIAN CONSERVATION
CORPS CAMP IN THE CITY OF SAN ANTONIO.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to executed United States Department of the Interior National Park Service Form, as revised June 1st, 1939, applying for a Civilian Conservation Corps Camp in the area known as Olmos Dam Basin and Park.

2. PASSED AND APPROVED this 1st day of November, A. D., 1939.

C. Ray Davis
Mayor Pro-Tem.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (906) *- 368*

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE A CONTRACT WITH
THE INTERNATIONAL BUSINESS MACHINES CORPORATION.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to execute the attached contract with the International Business Machines Corporation, a New York corporation, which is incorporated herein for all purposes, providing for the rental of:-

- 1 - Type 011 Electric Key Punch, at a rental of \$7.50 per month;
- 1 - Type 051 Mechanical Verifier, at a rental of \$6.50 per month;
- 1 - Type 075, Model 2, Card Counting Sorter, at a rental of \$35.00 per month;

a total rental of \$49.00 per month, payable 30 days from date of invoice; said contract being for a term of one year from the date of the installation of the machines ready for use, terminable upon three months' written notice.

2. PASSED AND APPROVED this 3rd day of November, A. D. 1939.

C. Ray Davis
Mayor Pro Tem.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (907) *- 369*

AUTHORIZING THE MAYOR TO MAKE APPLICATION FOR WPA PROJECT, LOCAL NO. 10-1288,
UNIT I, FOR IMPROVEMENT AND BEAUTIFICATION OF SAN ANTONIO RIVER.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to make an application on WPA Form No. 301, to the Works Progress Administration for Works Progress Administration Project, Local No. 10-1288, Unit 1, for improvement and beautifying San Antonio River.

PASSED AND APPROVED this 3rd day of November, A. D. 1939.

ATTEST: J. J. Patterson
City Clerk.

C. Ray Davis
Mayor Pro Tem.

AN ORDINANCE (908) *OI-370*

AUTHORIZING THE MAYOR TO MAKE APPLICATION FOR WPA PROJECT, LOCAL NO. 10-1288,
UNIT 2, FOR IMPROVEMENT AND BEAUTIFICATION OF SAN ANTONIO RIVER.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to make an application on WPA Form 301, to the Works Progress Administration for Works Progress Administration Project, Local No. 10-1288, Unit 2, for improvement and beautification of San Antonio River.

PASSED AND APPROVED this 3rd day of November, A. D. 1939.

C. Ray Davis
Mayor Pro Tem.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (920) - 371

AMENDING SECTION 10 (a) OF AN ORDINANCE PASSED AND APPROVED ON MAY 14, 1918,
AND ENTITLED "AN ORDINANCE AMENDING SECTION 10 OF CHAPTER 17 OF THE REVISED
CRIMINAL ORDINANCES OF THE CITY OF SAN ANTONIO, AS AMENDED BY AN ORDINANCE
PASSED AND APPROVED ON THE 21ST DAY OF MAY, 1906".

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

1. That Section 10 (a) of an ordinance passed and approved on May 14, 1918, entitled "AN ORDINANCE AMENDING SECTION 10 OF CHAPTER 17 OF THE REVISED CRIMINAL ORDINANCES OF THE CITY OF SAN ANTONIO, AS AMENDED BY AN ORDINANCE PASSED AND APPROVED ON THE 21ST DAY OF MAY, 1906", be and the same is hereby amended so as to hereafter read as follows:-

2. "SECTION 10 (a). That there is hereby created and established under the jurisdiction of the Commissioner of Fire and Police of the City of San Antonio, under the supervision of the Fire Marshal of the City of San Antonio, the offices of four City Chimney Sweeps, which said offices shall be filled by appointment and confirmation, as provided by the City Charter, for a term of two years, and it shall be the duty of the incumbent of each of said offices, who shall be officially designated "City Chimney Sweep", to sweep and clean chimneys and flues for citizens calling upon them to render such service and tendering the lawful fees therefor; provided, said officer shall not receive any salary or other compensation from the City by virtue of their appointment to such offices, said "City Chimney Sweeps" in no sense being members of the Departments of Fire and Police of the City of San Antonio.

3. PASSED AND APPROVED this 7th day of November, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AN ORDINANCE (921) *OI-372*

DIRECTING THE CITY CLERK TO OPEN A "PROCLAMATION REGISTER" OF THE CITY OF SAN ANTONIO.

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

1. That the City Clerk be and he is hereby directed to purchase and open a "PROCLAMATION REGISTER" of the City of San Antonio, to be kept in his office and to be used as a record of all proclamations hereafter issued by the Mayor.

2. PASSED AND APPROVED this 7th day of November, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (943) *-373*

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND RUBIN & CHERRY EXPOSITION, INC., LEASING CERTAIN PROPERTY.

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

1. That this ordinance creates and manifests a lease contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called City, acting by and through its Mayor, and Rubin & Cherry Exposition, Inc., of Bexar County, Texas, a subsidiary of Amusement Corporation of America, of Chicago, Illinois, hereinafter called Lessee, as follows:

2. The City leases to the Lessee, for the period commencing on the 6th day of November, A. D. 1939 and ending on the 30th day of April, 1940, and from month to month thereafter until either gives the other party written notice of the termination of the contract, the following described land in the County of Bexar and State of Texas, to-wit:-

3. A tract of land in Exposition Park out of Original City Lots 6 and 7 and the "Railroad Reserve" in District 1 of the Ancient City Tract, and out of Survey 15 patented to George W. Paschal, Assignee of Guillermo Nunez, more particularly described as follows:- The east stables and an area of about 1.5 acres between it and the East Houston Street road entrance, lying west of the road, and the Fire House.

4. For use as winter quarters of the carnival equipment and personnel of the Lessee.

5. In consideration of this lease the Lessee agrees to pay the City, at the office of the License and Dues Collector of the City of San Antonio, Bexar County, Texas, at which place this contract is performable exclusively, the lump sum of \$250.00 for the primary term herein, the receipt of which is hereby expressly acknowledged, and at the rate of \$75.00 per month for any holdover.

6. The Lessee represents that it has examined the premises, fixtures and appurtenances thereof and they are suitable, safe and sufficient for the purposes for which each is to be used; and if it is necessary to make any changes therein or improvements thereof the Lessee will do each thing necessary therefor at its sole expense.

7. Lessee agrees that it will not sublet said premises or any part thereof without

AN ORDINANCE (944)

OI-374

AMENDING AN ORDINANCE MAKING A LEASE WITH THE TEXAS NATIONAL GUARD ARMORY BOARD OF EXPOSITION PARK, PASSED AND APPROVED OCTOBER 11, 1938; AND CONVEYING A PORTION OF THE LANDS KNOWN AS EXPOSITION PARK TO SAID BOARD.

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

1. WHEREAS, the Texas National Guard Armory Board has agreed to accept the deed later quoted in this ordinance in lieu of and in cancellation of the contract of lease reflected in an ordinance entitled "AN ORDINANCE MAKING A LEASE WITH THE TEXAS NATIONAL GUARD ARMORY BOARD FOR THE USE OF EXPOSITION PARK", passed and approved on October 11, 1938, the said ordinance is amended as appears in succeeding portions of this ordinance.

2. This ordinance creates and manifests a contract between the City of San Antonio, Texas and the said Texas National Guard Armory Board, in words and figures as appearing in paragraph 3 hereof, and the Mayor of said City is directed and empowered to execute, in the name of and in behalf of said City, to be attested by its corporate seal, an exact copy of paragraph numbered 3 of this ordinance on the date on which this ordinance is approved or as soon as practicable thereafter and acknowledge the same for record and deliver the executed instrument to said Board.

3. STATE OF TEXAS:

COUNTY OF BEXAR:

WHEREAS, since the approval of the ordinance making a lease with the Texas National Guard Armory Board, for the use of Exposition Park, passed and approved on October 11, 1938, the Statutes of Texas relating to said Board have been changed and a new Board of the same name is now functioning, as a successor in title to said lease and a body corporate created by and existing under the said Statutes: and does, by accepting this instrument (which is an exact copy of a portion of an ordinance of the Commissioners of said City, passed and approved on the day of November, A.D. 1939, which ordinance expressly authorizes that this instrument shall be executed by the Mayor thereof in the manner and form here done), release and quit claim to said City any and all rights and title that said Board acquired by or under the said ordinance approved October 11, 1938; and,

WHEREAS, the land herein described has been long owned by said City, bringing to it no revenue, but, on the contrary, constituting an expense to said City; and,

WHEREAS, said land is not now being used by said City for any purpose and said City has no immediate or prospective use for said lands; and,

WHEREAS, the disposition of said land as in this instrument accomplished will enable its use for a public purpose in which said City is directly interested; and,

WHEREAS, the said City is authorized by law to, as a part of the police power common to both the State of Texas and said City, participate in the maintenance of the Organized Militia, now called the National Guard, by supplying to the Texas National Guard Armory Board sites on which to construct the buildings hereinafter mentioned; and,

WHEREAS, such construction is of material benefit to said City by reasonably assuring the maintenance of National Guard units in and near said City and by increasing the value of the lands now owned by said City which adjoin the tract hereby conveyed, which benefit is of, at least, as great a monetary value as the amount which the lands hereby conveyed would bring if sold on the open market;

THEREFORE, for the considerations above and hereinafter expressed, the said City grants, bargains, sells and conveys to the said Board, and to its successors and assigns, all and singular the next following described tract of land, and the improvements thereon,

situate in Bexar County, Texas, a part of a larger tract, known as Exposition Park out of original City Lots Six (6) and Seven (7), and the "Railroad Reserve", in District 1, of the Original City Tract, and out of Survey No. 15, patented to George W. Paschal, assignee of Guillermo Nunez, on August 1, 1854, by patent No. 119, Volume 11, fully described in deed 270,175, international Exposition to the City of San Antonio, dated the 12th day of January, A.D. 1929, and recorded on the 23rd day of January, A.D. 1929 in the Records of Deeds of the County of Bexar in Book Vol 1071 on pages 574-68, said land conveyed being described as follows:

BEGINNING at a point in the North line of the St. Hedwig Road 607.0 feet north 89 deg. 47 min. east from the Southwest corner of the said Exposition Park Tract, also being 667.0 feet North 89 deg. 47 min. East from the center line of the main line track of the M K&T Railway, this point of beginning being the Southwest corner of this tract;

THENCE North 89 deg. 47 min. East along said North line of the St. Hedwig Road, 944.5 feet to a point for a corner;

THENCE North 0 deg. 19 min. West 222.0 feet to a point for a corner;

THENCE North 89 deg. 41 min. East, at 75.0 feet pass the Southwest corner of Polo Field, continuing along the South line of said Polo Field at 525.0 feet a point for the Southeast corner of this tract, also being the southeast corner of the Polo Field;

THENCE North 0 deg. 19 min. West along the East line of said Polo Field, at 650.0 feet pass the Northeast corner of said Polo Field, and at 1139.6 feet a point in the South line of the proposed extension of Burnett Street, for the Northeast corner of this tract;

THENCE South 89 deg. 47 min. West along said South line of the proposed extension of Burnett Street 1467.1 feet to a point for the Northwest corner of this tract;

THENCE South 0 deg. 13 min. East along a line which passes 100 feet West of the West line of concrete barn, 1362.5 feet to the place of beginning, containing 43.25 acres of land, more or less.

TO HAVE AND TO HOLD, unto the said Board, its successors and assigns, the said land and improvements, together with all and singular the rights, privileges, tenements, hereditaments, appurtenances, rents, profits and income thereunto or in any wise belonging.

THE CONSIDERATION moving to said City for this deed is as follows:

(a) The sum of Ten (\$10.00) Dollars cash in hand by grantee to grantor, receipt whereof is hereby acknowledged.

(b) The other considerations above expressed.

(c) The erection by said Board of the improvements contemplated which said City acknowledges is of great money value to it.

The above conveyance is made under the following agreements, covenants and conditions:

(a) A condition precedent and not a condition subsequent, that, on or before one (1) year from the date of this instrument, or from the date of its delivery to said Board if that date shall be later, the said Board will commence, or cause to be commenced, work, either upon the structures now on the land deeded or upon a new structure or new structures on any part of said land, so planned and designed as to make the same suitable for the uses hereinafter outlined, such improvements to cost not less than \$200,000.00; provided that landscaping, the building of roads or sewers or other public utility connections or the digging of one or more cess pools are each and all to be considered as a part of the work above provided for if designed and intended to serve the structures above mentioned.

(b) Said property shall be used as a site or sites for one or more National Guard Armories and other buildings used for National Guard purposes and otherwise for the benefit of some of the National Guard units that are now or may hereafter be domiciled in Bexar

County, and shall never be used for private use or profit; provided, however, that use of the property for entertainments, exhibitions, public gatherings or by charitable, patriotic or civic organizations, whether or not profit arises from charges therefor made or authorized by said Board or its successors, is expressly authorized and shall not be considered as a private use or as a use for profit; and provided, further, that, if under and in accordance with the terms of any pledge made by said Board, or its successors, under statutory authority, of the rents, issues and profits arising from any buildings, and the sites on which situated and the grounds connected therewith, now or hereafter constructed on said land, such buildings and sites and grounds or any part thereof, shall be, after the occurrence of any default mentioned in such pledge, taken over for the benefit or protection of the pledges, either by said Board or any Trustee named in said pledge, those taking over, including said Board, shall have the right to rent and/or lease said property until such pledge has been satisfied and any act of such leasing or renting and the use, for profit or otherwise, by tenants thereunder, for any lawful purpose, is expressly authorized and shall not be considered as or become a use for private use or profit within the meaning of any provisions above set out.

If there should be any breach or violations of the agreements, covenants and conditions above set out, the grantor may, at its option, after reasonable notice to grantee, such breach or violation continuing, declare this deed cancelled and, upon the occurrence of any such cancellation the title to said land shall immediately revert to grantor.

The grantor is informed that the grantee, being otherwise without funds for the purpose, contemplates securing the funds with which to prosecute such construction, and other construction, by selling its bonds, indentures or other evidences of indebtedness secured by its pledge, as above referred to, of the rents, issues and profits of the buildings it will erect on said land, and other buildings not on said land, and grantor desires to facilitate the securing of such funds by removing, as fully as may be, any questions as to the efficacy of such pledge; therefore, in consideration of the premises and for the purpose of assuring those who may purchase such obligations of said Board against a failure of the pledge given by the Board to secure their payment, grantor, notwithstanding any other provision herein to the contrary, agrees and stipulates that if, but only after, the Board has secured any such loan and has, with the proceeds thereof, actually begun the construction contemplated on the land hereby conveyed within the time above stipulated, the title conveyed by this deed shall, for any reason, fail with the result that such title reverts to or is repossessed by said City, such pledge so given by the Board and the stipulations, provisions, rights and remedies contained in the Trust Indenture or Indentures executed by said Board to protect the pledgees shall not fail but, on the contrary, shall, in these events, be and remain, until, but not after, the loan to secure which such pledge was given is fully paid and satisfied out of such rents, issues and profits, as effective, to all intents and purposes, as if the City had not become so repossessed of said title; provided, however, that said City shall not, in any event, be obligated or liable to pay or consent to the paying over, on account of said loan or any expense incident to the enforcement of such pledge, any of said City's tax or other funds except the said rents, issues and profits.

IN WITNESS WHEREOF the City of San Antonio has caused this instrument to be executed by its Mayor and its corporate seal to be thereto affixed as the Act and deed of the said City, this 9th day of November, A.D. 1939.

CITY OF SAN ANTONIO,

By Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

4. Should there be, for any cause, a failure to execute and acknowledge the above quoted instrument as above provided, this ordinance shall, nevertheless, have force and effect, in accordance with its terms, as a contract binding upon the City and said Board if the latter shall, within 20 days from the date of approval of this ordinance notify the said City, by writing addressed to its Mayor and Board of Commissioners that it accepts the provisions hereof.

5. PASSED AND APPROVED this 9th day of November, A.D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (951)

OI-375

*Repealed 2/21/52
Ord # 17248
Ord BK X Pg 397
Repealed 2/21/52
Ord # 17249
Ord BK X Pg 396*

*Repealed
2/21/52
Ord # 17248
Ord BK X Pg 397
HAW
P/21*

AMENDING SECTION 4 OF AN ORDINANCE PASSED AND APPROVED ON DECEMBER 8, 1921, 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".

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

1. That Section 4 of an ordinance passed and approved on December 8, 1921, 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"; be and the same is hereby amended so as to hereafter read as follows:

2. "SECTION 4. IMPOUNDING VEHICLES. In the event any vehicle or horse shall be found standing or parked, in violation of any part of this ordinance, in any part of a public street, avenue, thoroughfare, alley, or public place, as provided in the rules under Division VII, of Section 1 hereof, such vehicle or horse shall be immediately removed and impounded by any police officer or duly authorized person, and shall only be surrendered upon application made therefor by the owner thereof, or his duly authorized agent, who shall be entitled to recover possession thereof on the payment of a penalty of \$2.00; PROVIDED, HOWEVER, this remedy and impounding fee shall be cumulative of any other penalty herein provided."

3. This ordinance is hereby declared to be of urgent importance for reasons of public welfare apparent therefrom, and shall take effect from the date of its passage by a four-fifths vote of the Board of Commissioners of the City of San Antonio.

4. PASSED AND APPROVED this 16th day of November, A.D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AN ORDINANCE (952)

-376

AMENDING AN ORDINANCE PASSED OCTOBER 16, 1899 AND APPROVED ON OCTOBER 18, 1899, ENTITLED "AN ORDINANCE AMENDING SECTION 2 OF CHAPTER 2 OF THE REVISED CRIMINAL ORDINANCES OF 1899", AND AMENDING SECTIONS 3 AND 4 OF CHAPTER 2 OF THE REVISED CRIMINAL ORDINANCES OF 1899.

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

1. That an ordinance passed on October 16, 1899, and approved on October 18, 1899, entitled "AN ORDINANCE AMENDING SECTION 2 OF CHAPTER 2 OF THE REVISED CRIMINAL ORDINANCES", be

and the same is hereby amended so as to hereafter read as follows:-

2. "SECTION 1. It shall be the duty of the Commissioner of Fire and Police of the City of San Antonio to gather up, or cause to be gathered up, all horses, mules, jacks, jennets, cattle, sheep, goats and swine found running at large in any part of the city limits, and he shall impound, or cause to be impounded, said animals. After giving five days' notice by publication in the official newspaper of the City of San Antonio, and by notices posted on the door of the County Court House, the Police Headquarters and the main Market House, he shall sell, or cause to be sold, same to the highest bidder for cash; provided, however, that the owner of said animal or animals, or his agent duly authorized may redeem any animal so impounded at any time prior to the day of sale by paying for each sheep, goat, calf or pig twenty-five cents (25¢) as a pound fee, and ten cents (10¢) additional for each day or part of a day such animal may have been impounded, as expenses of keeping and feeding; and for any other animal, the sum of \$1.00 as a pound fee and twenty-five cents (25¢) per day additional for each day or part of a day such animal may have been impounded, as expenses of keeping and feeding; and in case of sale of any of the above described animals, \$1.00 shall be added to cover costs of advertising and sale, which, together with the pound fees and cost or expense as set forth above, shall be deducted from the proceeds of said sale and the remainder, if any, shall be disposed of as provided by Section 3 hereof."

3. That Section 3 of Chapter 2 of the Revised Criminal Ordinances of 1899 be and the same is hereby amended so as to hereafter read as follows:

4. "Section 2. If at any time of sale, no purchaser should be found for any animal impounded under the provisions of this ordinance, or if no reasonable cash bid should be received, such animal shall be disposed of in such manner as the Commissioner of Fire and Police of the City of San Antonio may deem most advantageous to the interest of the City, according to the spirit and intent of this ordinance."

5. That Section 4 of Chapter 2 of the Revised Criminal Ordinances of 1899 be and the same is hereby amended so as to hereafter read as follows:-

6. "Section 3. All moneys received by virtue of the provisions of this ordinance shall be appropriated to the payment of all expenses incurred in catching, impounding, keeping, feeding and selling said animals, as provided in Section 1 hereof; and if there be any balance remaining after paying said expenses, the same shall be turned over to the License and Dues Collector of the City of San Antonio, to be held subject to the order of the owner.

7. PASSED AND APPROVED this 16th day of November, A.D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AN ORDINANCE (953) *01-377*

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 1939, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE KEEPING AND RELEASING THE SURETIES ON BONDS ON RECEIPTS NO.S. 7 AND 9, 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, 1939 and ending May 31, 1940, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, countersigned by the City Auditor, be given said Bank for securities pledged by it, which said securities are described as follows:

Securities pledged by the National Bank of Commerce are described in Receipts Nos. 1, 2 and 4, attached to Ordinance dated August 2, 1939, Receipt No. 8 attached to Ordinance dated September 29, 1939 and attached Receipts Nos. 10, which are made a part of this ordinance by reference as fully as if they were specified herein.

2. The receipts given to said Bank for securities pledged by it shall recite, in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce, 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, 1939, 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 on Receipts Nos. 7 and 9, 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 16th day of November, 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AN ORDINANCE (998) *01-378*

ACCEPTING THE PROPOSAL OF R. E. MEGEE & CO. FOR STORAGE OF GASOLINE AND DELIVERY OF SAME, AND MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND R. E. MEGEE & CO. CONCERNING SAID STORAGE AND DELIVERY.

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

That this ordinance creates and manifests a contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called "CITY", acting by and through its Mayor, and R. E. Megee & Co., situated in the City of San Antonio, Bexar County, Texas, hereinafter called "CONTRACTOR", in words and figures as follows:-

1. Contractor agrees to store gasoline for the City of San Antonio in a tank or tanks situated on the premises of Contractor at 1026 South Medina 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 10,000 gallons, and should more than such amount be ordered by the City of San Antonio and be ready for delivery at the premises of 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.

2. Contractor agrees to deliver gasoline to the order of the City at any point in the City of San Antonio, and at Stinson Field, the Sewage Disposal Plant, the Gravel Pit and 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.

3. In consideration of said agreement and in consideration of the hereinafter set out conditions and stipulations, City agrees to pay Contractor the sum of 1/4 cent 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.

4. Contractor agrees to keep said gasoline in the condition in which it was received by Contractor, free of impurities and other defects, and to deliver said gasoline in the same condition to any point designated by City.

5. 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 the City.

6. Contractor agrees that all gasoline ordered by the City shall be delivered to the place designated within five hours from the time each 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.

7. Contractor agrees to comply strictly with all laws applicable to Contractor's business, whether Federal, state or local.

8. 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.

9. This agreement and all of its terms is to be performed at San Antonio, Bexar County, Texas. Place of performance shall, however, include Stinson Field, Sewage Disposal Plant, Olmos Dam and the Gravel Pit, all of which are situated within Bexar County, Texas.

10. 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 \$1,000.00, or or before the date this contract is effective, to secure the City against the happening of the above contingencies.

11. This contract shall become effective on December 1, 1939, and shall terminate at 12:00 midnight on February 28th, 1940, 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 90 day period by giving 15 days' written notice, prior to expiration date.

12. 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.

13. This contract shall be accepted and binding upon Contractor by virtue of the signature subscribed to this instrument.

PASSED AND APPROVED this 22nd day of November, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

14. The foregoing instrument, constituting a contract with R. E. Megee & Co. is accepted in all things by the undersigned, duly authorized to do so, this 22nd day of November, A. D. 1936.

R. E. MEGEE & CO.

By R. E. Megee
President.

* * * *

AN ORDINANCE (999) **01-379**

ACCEPTING THE PROPOSAL OF MAGNOLIA PETROLEUM COMPANY FOR SALE AND DELIVERY OF GASOLINE, AND MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MAGNOLIA PETROLEUM COMPANY CONCERNING SAID PURCHASE AND SALE OF GASOLINE.

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

1. That this ordinance accepts the proposal of Magnolia Petroleum Company, dated November 9th, 1939, for the sale and delivery of gasoline to the City of San Antonio, and creates and manifests a contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called "CITY", acting by and through its Mayor, and Magnolia Petroleum Company, a corporation, hereinafter called "CONTRACTOR", in words and figures as follows:-

2. Contractor agrees to sell and City agrees to purchase from Contractor, gasoline in tank car quantities of 8,000 or 10,000 gallons each, to be delivered to the storage tanks in the City of San Antonio designated by the City and there delivered into said storage tank or tanks.

3. The gasoline sold shall be MOBILGAS of the following specifications:-

Gravity	58.60
Color	Orange
Odor	Sweet
Doctor	O. K.
Corrosion	O. K.
Reid vapor pressure at 100°	11 lbs. maximum
Gum copper test	20 mgs. maximum
Octane	73
LC Method sulphur	.1% maximum
10%	130-149
50%	257 Max.
90%	356 Max.
End Point	390 Maximum
Recovery	98% Minimum

Said gasoline shall be kept free of impurities.

4. In consideration of the above agreement and the hereinafter set out conditions and stipulations, City agrees to pay Contractor the sum of 6.60 cents per gallon of gasoline delivered, plus any tax applicable. Should the tank car price advance during the period of this contract, Contractor agrees that City shall still pay the above set price; however, should the tank car price decline during the period of this contract, then the tank car price shall apply, and the City agrees to pay only the tank car price in that event.

Contractor agrees that in computing the net charge to the City of San Antonio, the regular temperature adjustment shall be made.

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. Contractor agrees that City shall have a discount of one per cent (1%) off of the net amount due provided the payment for each tank car sold and delivered to the City of San Antonio is made within 10 days from the date of delivery.

5. Contractor agrees that all gasoline ordered by the City shall be delivered to the place designated for storage within 5 days from the date of order. Contractor shall not, however, be responsible for failure to deliver when such failure is caused by conditions beyond Contractor's control, such as a strike. Delays due to causes within the control of Contractor shall not, however, excuse performance by Contractor.

6. Contractor agrees to comply strictly with all laws applicable to Contractor's business, whether Federal, state or local.

7. 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 Contractor. Strict performance shall be deemed the essence of the contract and is expressly contracted for by the parties hereto.

8. This agreement and all of its terms is to be performed at San Antonio, Bexar County, Texas. Place of performance shall, however, include Stinson Field, Sewage Disposal Plant, Olmos Dam and the Gravel Pit, all of which are situated within Bexar County, Texas.

9. 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 \$1,000.00 on or before the date this contract becomes effective, to secure the City against the happening of the above contingencies.

10. This contract shall become effective on December 1, 1939, and shall terminate at 12:00 midnight on February 28th, 1940, 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 90 day period, by giving 15 days' written notice prior to expiration date.

11. 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.

12. This contract shall be accepted and binding upon Contractor by virtue of the signature subscribed to this instrument.

13. The acceptance of this proposal of the Magnolia Petroleum Company is also a rejection of all other bids submitted concerning this same purchase.

14. PASSED AND APPROVED this 22nd day of November, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

15. The foregoing instrument, constituting a contract with Magnolia Petroleum Company, is accepted in all things by the undersigned, duly authorized to do so, this 15th day of November, A. D. 1939.

MAGNOLIA PETROLEUM COMPANY

By C. B. Kilpatrick
Manager.

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AN ORDINANCE (1000) *OI-380*

DESIGNATING AND NAMING MILL RACE ROAD.

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

1. That Entrance No. 1 to Brackenridge Park, in the City of San Antonio, Texas, be and is hereby named "MILL RACE ROAD"; said street beginning at Broadway and extending west to Avenue B.

2. PASSED AND APPROVED this 22nd day of November, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.