

DR. F. G. OPPENHEIMER

By J. E. Young, Agent LESSOR05-422
AN ORDINANCE (1224)

GRANTING THE REQUEST OF WHOSOEVER MISSION (METHODIST), OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON LOT 4 IN BLOCK 3, NEW CITY BLOCK 331, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property known as Lot No. 4 in Block 3 in New City Block 331, fronting on South San Saba Street, in the City of San Antonio, Bexar County, Texas, used by the Whosoever Mission (Methodist), of San Antonio, Texas, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of Whosoever Mission (Methodist) by Rev. William Mills, Pastor, dated February 4, 1942, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious, charitable or educational purposes.

2. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

05-423
AN ORDINANCE (1225)

ABOLISHING AND CLOSING AN ALLEY IN CITY BLOCK 602, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the petition of Mrs. Ludovica Schulze Travers, Roy Travers and Schulze Bros. Manufacturing Company, to abandon and close alley between Lots 3, 4, 5, 6 and 7 and Lot 8, in Block 602, in the City of San Antonio, Bexar County, Texas, be and the same is hereby granted; and that part of the alley in City Block 602 between Lots 3, 4, 5, 6 and 7 and Lot 8, as shown on the official map of the City of San Antonio, Bexar County, Texas, be and the same is hereby abolished and closed by the City of San Antonio as a public alley, and the easement of the Public thereon is hereby relinquished, insofar as the rights of the City of San Antonio are affected.

2. The City Clerk is directed to record this ordinance in the Deed Records of the County of Bexar, and the City Engineer and City Assessor are directed to alter their records to conform herewith.

3. This ordinance is passed and approved as a matter of public necessity and convenience, it being for the best interests of the inhabitants of the City, to abolish and close the alley herein specified.

4. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

05-424
AN ORDINANCE (1226)

ACCEPTING DEED FROM MARIA DIELMANN TO ALL OF LOT NO. 13

AND LOT NO. A-14, CITY BLOCK 169, FOR THE EXTENSION OF BONHAM STREET; AND RELEASING WIDENING BENEFIT ASSESSMENT LEVIED AGAINST THE REMAINDER OF SAID PROPERTY

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

1. That the City of San Antonio accept deed from Maria Dielmann, to all of Lot 13 and Lot 14-A, New City Block 169, needed for the extension of Bonham Street.

2. That the widening benefit assessment and lien, levied against the remainder of the property of Maria Dielmann abutting said street, under and by virtue of Ordinance, passed and approved by the Commissioners of the City of San Antonio, on the 17th day of January A.D. 1927, in consideration and as payment for said grant and conveyance, be released and quit-claimed, and the debt be satisfied; and the Mayor is hereby authorized to execute proper acquittance.

3. PASSED AND APPROVED, this 7th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

05-425
- - -
AN ORDINANCE (1227)

GRANTING THE REQUEST OF MOST REV. ROBERT E. LUCEY, D.D., OF SAN ANTONIO, TEXAS, FOR EXEMPTION FROM TAXATION COMMENCING WITH THE 1ST DAY OF JUNE, 1942 AND YEARS SUBSEQUENT THERETO ON LOTS 17 AND 18, WEST 28 FEET OF LOT 8, WEST 28 FEET OF LOT 20, EAST 28 FEET OF LOT 18, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS LONG AS SAID PROPERTY IS USED FOR RELIGIOUS OR CHARITABLE PURPOSES

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

1. That the property known as Lots 17 and 19, West 28 feet of Lot 8, West 28 feet of Lot 20, East 28 feet of Lot 6, and East 28 feet of Lot 18, in City Block 2526, in the City of San Antonio, Bexar County, Texas, fronting on Merida Street, be and is hereby declared to be of an exempt character and not subject to taxation and the petition of Most Rev. Robert E. Lucey, D.D., of San Antonio, Texas, dated March 9, 1942, for cancellation of taxes from October 8, 1941 levied upon said property is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 from October 8, 1941 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

05-426
- - -
AN ORDINANCE (1228)

AMENDING PARAGRAPH (c) OF SECTION TWO OF AN ORDINANCE PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 18TH DAY OF SEPTEMBER, A.D. 1916.

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

1. That paragraph (c) of Section Two of an ordinance, entitled "AN ORDINANCE AMENDING THE ORDINANCE OF THIS CITY PASSED ON AUGUST 10TH, 1914, RELATING TO THE CONSTRUCTION OF SIDEWALKS AND CURBING, AND ADDING THERETO PROVISIONS REQUIRING LICENSE AND BOND FROM ALL CONTRACTORS DOING WORK UNDER THE PROVISIONS OF SAID ORDINANCES, TOGETHER WITH OTHER AMENDMENTS AND PROVISIONS, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF SAID ORDINANCE AS SO AMENDED", passed and approved by the Commissioners of the City of San Antonio on the 18th day of September, A.D. 1916, be and the same is hereby amended by providing that bond shall be approved by the Mayor of the City of San Antonio instead of by the Commissioner of Taxation.

2. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

ATTEST: M A Y O R

Jas. Simpson
City Clerk

05-427

AN ORDINANCE (1229)

GRANTING THE REQUEST OF TRAVIS PARK METHODIST CHURCH, OF SAN ANTONIO, TEXAS, FOR EXEMPTION AND CANCELLATION OF TAXES FOR THE FISCAL YEAR 1941 AND YEARS SUBSEQUENT THERETO ON PART OF LOT 13 IN BLOCK 17, NEW CITY BLOCK 407, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

1. That the property known as the North or front 84½ feet of Lot 12 in Block 17, New City Block 407, in the City of San Antonio, Bexar County, Texas, used by the Travis Park Methodist Church, of San Antonio, Texas, be and is hereby declared to be of any exempt character and not subject to taxation and the petition of the Board of Trustees of the Travis Park Methodist Church, dated June 21, 1941, for cancellation of taxes levied upon said property for the fiscal year 1941 is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

ATTEST: M A Y O R

Jas. Simpson
City Clerk

05-428

AN ORDINANCE (1230)

GRANTING THE REQUEST OF MOST REV. ROBERT E. LUCEY, D.D., ARCHBISHOP OF SAN ANTONIO, FOR EXEMPTION FROM TAXATION COMMENCING WITH DECEMBER 9, 1941 AND YEARS SUBSEQUENT THERETO ON LOTS 7 AND 8 AND THE WEST HALF OF LOT 9, BLOCK 2, CITY BLOCK 3258, SUMMIT PLACE ADDITION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

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

1. That the property known as Lots 7 and 8 and the West Half of Lot 9, Block 2, City Block 3258, Summit Place Addition, to the City of San Antonio, Bexar County, Texas, at 114 East Kings Highway, be and the same is hereby declared to be of an exempt character and not subject to taxation and the petition of Most Rev. Robert E. Lucey, D.D., Archbishop, of San Antonio, dated January 21, 1942, for cancellation of taxes from December 9, 1941 levied upon said property is hereby granted, and said property is hereby exempted from taxation for the fiscal year 1941 from December 9, 1941 and fiscal years subsequent thereto, so long as same is used for religious or charitable purposes.

2. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

ATTEST: M A Y O R

Jas. Simpson
City Clerk

05-429

AN ORDINANCE (1231)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE OIL, AND GAS AND MINERAL LEASE TO MILTON A. FRIEDRICH ON LEON GRAVEL PIT ON THE CASTROVILLE ROAD, IN BEXAR COUNTY, TEXAS

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute oil, gas and mineral lease, to Milton A. Friedrich, of San Antonio, Texas, on Leon Gravel Pit on the Castroville Road, in Bexar County, Texas, containing 50.4 acres, at an annual rental of \$25.20, said lease being dated May 7th, 1942, and being for a period of one (1) year from date, as per plat and copy of said lease attached hereto and made a part hereof.

2. PASSED AND APPROVED this 7th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

05-430

A RESOLUTION (1234)

ACCEPTING APPROPRIATION OF \$30,798.00 GRANTED BY THE FEDERAL WORKS AGENCY - PUBLIC WORKS ADMINISTRATION OF THE UNITED STATES GOVERNMENT TO THE CITY OF SAN ANTONIO, FOR THE CONSTRUCTION OF ADDITION TO THE PRESENT CITY OWNED HEALTH BUILDING AND REMODELLING OF SECOND STORY OF SAID BUILDING

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

1. That the appropriation of \$30,798.00, granted by the Federal Works Agency - Public Works Administration of the United States Government to the City of San Antonio under Docket Tex. 41-349 is hereby accepted, to be used for construction of a third story addition to the present City owned Health Building and the remodelling of the second story of said building, same thereafter to be used as a Venereal Disease Quarantine Hospital.

2. PASSED AND APPROVED this 9th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson, City Clerk

05-431

AN ORDINANCE (1235)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS," PASSED AND APPROVED ON THE 18TH DAY OF SEPTEMBER, A.D. 1941.

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES IN RELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS", passed and approved on the 18th day of September, A.D. 1941, and recorded in Ordinance Book "J", page 458, of the Ordinances of the City of San Antonio, be and the same is hereby repealed.

2. PASSED AND APPROVED this 9th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

05-432

AN ORDINANCE (1236)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH LEO M. J. DIELMANN, ARCHITECT, SAN ANTONIO, TEXAS, FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF ADDITIONAL HEALTH FACILITIES BEING (1) CONSTRUCT THIRD-STORY ADDITION TO HEALTH BUILDING, (2) REMODEL SECOND STORY OF HEALTH BUILDING, AND (3) CONSTRUCT NEW SUB-STATION OF HEALTH CLINIC ON WEST SIDE OF THE CITY OF SAN ANTONIO, TEXAS", PASSED AND APPROVED ON THE 25TH DAY OF SEPTEMBER, A.D. 1941.

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH LEO M. J. DIELMANN, ARCHITECT, SAN ANTONIO, TEXAS, FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE CONSTRUCTION PROJECT OF ADDITIONAL HEALTH FACILITIES BEING (1) CONSTRUCT THIRD-STORY ADDITION TO HEALTH BUILDING, (2) REMODEL SECOND STORY OF HEALTH BUILDING, AND (3) CONSTRUCT NEW SUB-STATION OF HEALTH CLINIC ON WEST SIDE, OF THE CITY OF SAN ANTONIO, TEXAS", passed and approved on the 25th day of September, A.D. 1941 and record in Ordinance Book "J", page 460, of the Ordinances of the City of San Antonio, be and the same is hereby repealed.

2. PASSED AND APPROVED this 9th day of May, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

AN ORDINANCE (1237)

05-433

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF ADDITIONAL HEALTH FACILITIES, BEING (1) CONSTRUCT THIRD-STORY ADDITION TO HEALTH BUILDING, (2) REMODEL SECOND STORY OF HEALTH BUILDING, (3) CONSTRUCT NEW SUB-STATION OF HEALTH CLINIC ON WEST SIDE, OF THE CITY OF SAN ANTONIO, TEXAS", PASSED AND APPROVED ON THE 25TH DAY OF SEPTEMBER, A.D. 1941

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

1. That an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT CONSTRUCTION PROJECT OF ADDITIONAL HEALTH FACILITIES, BEING (1) CONSTRUCT THIRD-STORY ADDITION TO HEALTH BUILDING, (2) REMODEL SECOND STORY OF HEALTH BUILDING, (3) CONSTRUCT NEW SUB-STATION OF HEALTH CLINIC ON WEST SIDE, OF THE CITY OF SAN ANTONIO, TEXAS", passed and approved by the Commissioners of the City of San Antonio on the 25th day of September, A.D. 1941, and recorded in Ordinance Book "J", page 460, of the Ordinance of the City of San Antonio, be and the same is hereby repealed.

2. PASSED AND APPROVED THIS 9th day of May, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

AN ORDINANCE (1238)

05-434

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH LEO M. J. DIELMANN FOR ARCHITECTURAL SERVICES INRELATION TO THE CONSTRUCTION PROJECT OF QUARANTINE HOSPITAL FOR THE CONFINEMENT AND TREATMENT OF PERSONS WITH COMMUNICABLE VENEREAL DISEASES IN THE CITY OF SAN ANTONIO, TEXAS

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to employ and execute contract with Leo M. J. Dielmann, Architect of San Antonio, Texas, as Architect, for architectural and engineering services to be rendered in relation to the construction project of Quarantine Hospital for the confinement and treatment of persons with communicable venereal diseases, to be located on City-owned property in the City of San Antonio, Texas, at a total fee of not to exceed \$1656.24. The said fee to be paid from Federal Grant, in accordance with Public Defense Application dated September 18th, 1942.

2. PASSED AND APPROVED this 9th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

05-435
- - -
AN ORDINANCE (1241)

PROVIDING FOR THE RECONSTRUCTION OF THE PORTION OF THE ROUTE OF ACCESS ROAD DAWR 25-A(1), IN THE CITY OF SAN ANTONIO, HEREINAFTER REFERRED TO AS THE "STREET PROJECT" AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE AND THE CITY SECRETARY TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE AND USE OF SAID STREET PROJECT; FOR THE PAYMENT, BY THE STATE OF TEXAS, OF THE CONSTRUCTION COSTS OF SAID STREET PROJECT; FOR THE ASSUMPTION, BY THE CITY, OF ALL DAMAGES TO ADJOINING, ABUTTING AND OTHER PROPERTY AND BUSINESS AND TO TENANT OR OCCUPANT THEREOF; FOR THE PROTECTION OF THE STATE OF TEXAS AGAINST ALL SUCH DAMAGES AND EXPENSES IN CONNECTION WITH ANY CLAIM OR SUIT THEREOF; AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that the portion of the route of Access Road DAWR 25-A(1) as shown on the attached plans be reconstructed. Since the existing street constitutes a danger and serious inconvenience to the public which is urgently required to be remedied; and

WHEREAS, the City has requested the State of Texas to contribute financial aid in the street project; and

WHEREAS, the State of Texas had made it known to the City that it will assist the City in the street project by furnishing the necessary funds for the actual construction or reconstruction; and by supervising construction, providing the City approves the plans, grades and alignment for said project; and

WHEREAS, the City, in consideration of the providing of said project, agrees to protect the State of Texas from any and all liability and all damages to adjoining and abutting property or other property or business or to any tenants occupying such property, caused by the installation, the construction, the existence, the use and the maintenance of the street project or the passage and enforcement of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL:

Section 1. That since the public convenience, safety and necessity of the City and the people of the City require it, said street shall be reconstructed.

Section 2. That the State of Texas be and is hereby authorized to construct the street project at the location and in the manner shown on the plans, attached hereto and marked "Exhibit A" and made a part hereof in all respects.

Section 3. That nothing in this ordinance shall be construed to require the State of Texas to assume or pay any direct, incidental or consequential damages to adjoining, abutting or other property or business or to any tenants occupying adjoining, abutting or other property caused by, incidental to, or in any way connected with the passage and enforcement of this ordinance and/or by the installation, the construction, the use and/or the maintenance of the street project au-

thorized herein, or to defend any suit or suits which may be brought against the State of Texas by any party or parties for the recovery of any such damages.

Section 4. For and in consideration of the mutual covenants herein contained, the City does hereby agree that all damages and claims for damages to adjoining, abutting or other property, if any there be, arising out of, incident to, or in any way connected with the installation, the construction, the use, the existence, and/or the maintenance of said street project, shall be adjusted and paid solely by the City and the City shall and does hereby agree to hold harmless the State of Texas against any and all claims, demands and causes of action for recovery of any and all such damages arising out of the installation, the construction, the use, the existence, and/or the maintenance of said street project, and agrees to assume the defense of any and all suits brought for the recovery of all alleged damages, and shall intervene and make itself a party therein in its own name, if it is not already made a party thereto, for the purpose, and shall if requested in writing by the State of Texas so to do, wholly relieve the State of Texas from defending the same, and hereby agrees to hold the State of Texas harmless as to all judgments, court costs, attorneys' fees and all expenses in connection with such suits.

Section 5. Nothing contained herein shall ever construed to place upon the State of Texas any manner of liability for injury to or death of persons or for damage to, or loss of property arising out of or in any manner connected with the maintenance or use of the street project and the City will save the State of Texas harmless from any damages arising out of said maintenance and/or use of said street project.

Section 6. That the Mayor of the City be and is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance, in the form attached hereto and marked "Exhibit B". The City Secretary is hereby directed to attest the agreement and contract and to affix the proper seal of the City hereto.

Section 7. That the State be and is hereby authorized, as agent of the City, to construct said project at the location, to the grade and in the manner as shown on Exhibit "A."

Section 8. That the Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative public necessity that the work herein provided for be begun and carried out promptly and with expedition, and that the contract aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

PASSED AND APPROVED this the 11th day of May, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

STATE OF TEXAS
COUNTY OF TRAVIS

05-436

THIS AGREEMENT, made this day of , 19 , by and between the State of Texas, hereinafter referred to as the "State", Party of the First Part; and the City of San Antonio,, Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the 11th day of May, 1942, hereinafter called the "City," Party of the Second Part:

W I T N E S S E T H

WHEREAS, the City has authorized the construction of a street project by ordinance passed on the 11th day of May, 1942, on _____ in the City; and

WHEREAS, the City has requested the State to contribute financial aid in the construction of said street projects; and

WHEREAS, the State has made it known to the City that it will assist the City in the construction of said street project by furnishing the necessary funds for the actual construction of said street project and by preparing plans, awarding construction contract, and supervising construction, providing the City approves the plans, specifications, grades and alignment of same, and providing further that the City assumes responsibility for all damages to adjoining, abutting, and other property occasioned by or resulting from the installation, construction, existence, use and maintenance of said street project and the passage and enforcement of the ordinance hereinabove referred to.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The State of Texas be and is hereby authorized to construct the street project at the location and in the manner shown on the plans, attached hereto and marked "Exhibit A" and made a part hereof in all respects.

2. For and in consideration of the mutual covenants and agreements herein contained, the City does hereby agree that all damages and claims for damages to adjoining, abutting or other property, if any there be, arising out of, incident to, or in any way connected with the installation, the construction, the use, the existence and/or the maintenance of said street project shall be adjusted and paid solely by the City and the City shall and does hereby agree to hold harmless the State of Texas against any and all claims, demands and causes of action for recovery of any and all such damages arising out of the installation, the construction, the use and the existence and/or the maintenance of said street project, and agrees to assume the defense of any and all suits for the recovery of all such alleged damages, and shall intervene and make itself a party therein in its own name, if it is not already made a party thereto, for the purpose, and shall if requested in writing by the State of Texas so to do, wholly relieve the State of Texas from defending the same, and hereby agrees to hold the State of Texas harmless from all judgments, court costs, attorneys fees and all expenses in connection with such suits.

3. As its contribution to the construction of the above mentioned street project, the State agrees to prepare or provide plans and specifications, and supervise construction thereof and to pay all of the cost of the actual construction thereof.

4. Nothing contained herein shall ever be construed to place upon the State of Texas any manner of liability for injury to, or death or persons, or for damage to, or loss of property arising out of or in any manner connected with the maintenance or use of the street project and the City will save the State of Texas harmless from any damages arising from said maintenance and/or use of said street project.

5. It is understood and agreed between the parties hereto that the City, by virtue of the provisions of its charter and the laws of the State of Texas, has exclusive control of and jurisdiction of all streets and public ways within the incorporated limits of said City, and that the City has requested and has consented to the construction of the street project hereinabove named, and the State, in the construction of the above named street project, does so at the special instance and request of the City. The location, grades and manner of the construction being shown on plans attached hereto marked Exhibit "A" and made a part hereof. The State Highway Department

of the State of Texas acts as the agent of the City in the construction of the Street project thereof.

6. Nothing in the agreement shall be construed to place any liability on the City for personal injuries arising out of the construction of said street project.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day above stated.

ATTEST:

/s/ Jas. Simpson
Secretary of the City

By /s/ C. K. Quin
Mayor

APPROVED

STATE OF TEXAS

Chairman, State Highway Commission

By State Highway Engineer

Member, State Highway Commission

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL

/s/ Victor Keller
Attorneys for the City

Chief Engineer, Construction and Designs

Assistant Attorney General

* * *

05-437

AN ORDINANCE (1242)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE PERMIT CONTRACT WITH JAMES E. JOHNSON AND ANDREW RUBIOLA FOR RIDING AND AMUSEMENT DEVICES IN SAN ANTONIO, TEXAS

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 directed and authorized to execute contract and permit with and to James E. Johnson and Andrew Rubiola, doing business under the name and style of Playland Amusement Park, granting to said Licensees the exclusive right and privilege of placing mechanical riding and amusement devices on a designated area in the City of San Antonio, Bexar County, Texas, for the term of one (1) year from the date thereof, for which grant and privilege the Licensees shall pay to the City of San Antonio the sum of One Hundred Dollars (\$100.00) per month, in advance, due and payable on the first day of each and every month during the term of said contract. A copy of the form of said contract being hereto attached and made a part hereof.

2. PASSED AND APPROVED this the 11th day of May, A.D. 1942.

C. K. QUIN
M A Y O R

* * *

THE STATE OF TEXAS
COUNTY OF BEXAR

05-438

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into by and between the City of San Antonio, acting herein by its duly elected and acting Mayor, C. K. Quin, and the Undersigned Licensees, James E. Johnson and Andrew Rubiola, doing business under the name and styled of Playland Amusement Park of the County of Bexar, State of Texas, WITNESSETH:

1. That the City grants to the Licensees those certain rights and privileges hereinafter set forth for the term of one (1) year from the date hereof, unless same be terminated at an earlier date by either party hereto giving to the other party thirty (30) days written notice of its or their intention to so terminate agreement at an earlier date, which right to so terminate for any reason whatsoever is hereby expressly given to both parties hereto.

The

2. City hereby grants to the Licensees the exclusive right and privilege of placing mechanical riding and amusement devices on the following described tract or parcel of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, which said tract of land is bounded on the west by North St. Mary's Street, thence in a Southeasterly direction from a point where North St. Marys Street intersects with Koehler Park to the Northeast corner of the Baseball Diamond, thence from the Northeast corner of the Baseball Diamond diagonally across in a Westerly direction to North St. Marys Street, the place of beginning. It being understood that Licensees will only use said premises for the purpose of placing thereon mechanical riding and amusement devices, and for no other purpose whatsoever.

3. Licensees understand tha this contract is made and executed subject to the terms and conditions of a contract previously executed by the City of San Antonio with Harold Winters of Bexar County, Texas, wherein said Winters was granted among other rights and privileges that certain exclusive right to sell drinks, food and other property in Brackenridge and Koehler Parks, including the premises hereinabove described. Licensees agree to abide by and will not violate any of the terms of said Winters contract.

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

5. The closing hours as to the business of the Licensees shall be regulated as follows:

In the summer (March to October) not later than 1:30 o'clock A.M.

In the winter (November through February) not later than 12:30 o'clock A.M.

Said closing may be extended on special occasions provided special permission is given by the Commissioner of Parks.

6. Licensees agree to pay to the City of San Antonio the sum of One Hundred Dollars (\$100.00) per month, in advance, as rental, and said monthly rental to be due and payable on the first day of each and every month during the term of this contract at the office of the License and Dues Collector of the City of San Antonio.

7. The failure on the part of the Licensees to comply with any of the terms or conditions of this agreement, or failure to pay any installment of rent when due, as specified, shall, at the option of the City, immediately terminate this contract.

8. The City of San Antonio reserves a special contract lien upon all property placed in or upon said premises by Licensees to secure the full and final payment to the City of San Antonio of the stipulated amount of this contract.

9. It is further understood that the Licensees cannot assign this contract, or sublet any right or privilege herein granted without the consent of the Mayor and Commissioners of the City of San Antonio.

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

11. The Licensees shall file with the City Clerk of the City of San Antonio a certified description of all personal property placed on the premises hereinabove described, and the Licensees shall not remove any of such personal property from said premises as long as the Licensees are indebted to the City of San Antonio in any amount.

12. The Licensees shall pay for all electricity, gas and water used by them in their business.

13. The Licensees shall at all times maintain and pay for police supervision while their business is in operation, and such supervision shall be adequate to maintain good order in and about said premises.

14. The Licensees shall have the right to erect any mechanical riding and amusement de-

vices for the conduct of the business, but the same shall be located at sites designated by the Commissioner of Parks, and same shall be maintained and used in strict accordance with the ordinances of the City of San Antonio and regulations promulgated by its authorized officers.

15. The Licensees shall use extraordinary care to preserve the City property with which it comes in contact.

16. The Licensees shall hold the City harmless, indemnify and reimburse it against any damages of any kind or character against the City of San Antonio caused by the Licensees, their agents or servants, and agree to furnish to the City of San Antonio a bond indemnifying it against any loss of any kind or character it might sustain, or be held responsible for by virtue of the execution of this contract, or by virtue of the manner in which Licensees operate thereunder, or any loss or damage caused by Licensees, their agents or servants; and said bond to be approved by the Mayor of the City of San Antonio.

17. The City may exclude and prohibit the placing of any objectionable advertising matter within or on the property hereinabove described.

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

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

20. IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the hand of C. K. Quin, Mayor of said City, and the corporate seal of said City to be hereunto affixed, and this instrument to be attested by the City Clerk; and said Licensees do sign, execute and deliver this instrument as a contract and agreement of said Licensees, this the 12th day of May A.D. 1942.

CITY OF SAN ANTONIO

By /s/ C. K. Quin
Mayor

ATTEST:

/s/ Jas. Simpson
City Clerk

/s/ James E. Johnson

/s/ Andrew Rubiola
Licensees

05-489

CONTRACT OF EMPLOYMENT BETWEEN CITY OF SAN ANTONIO AND LEO M.J. DIELMANN

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

1. This agreement, in duplicate, made and entered into by and between the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, acting by and through its Mayor, duly authorized, hereinafter termed "City", and Leo M. J. Dielmann, an individual, of the City of San Antonio, County of Bexar, and State of Texas, hereinafter termed "Architect"; said agreement being made pursuant to the Charter powers of the City and the Ordinances and Resolutions of its governing body, WITNESSETH:-

2. That the parties to these presents, each in consideration of the agreement made herein have mutually agreed and covenanted, and do hereby mutually covenant and agree, the City for

itself and its successors, and the Architect for himself and his successors, as follows, to-wit:-

3. The Architect shall design and plan the Additions and Alterations to the building to be uaws as a Quarantine Hospital for the confinement and treatment of Persons with Communicable and Venereal Diseases, in the City of San Antonio, Texas, to the satisfaction and approval of the Mayor of the City of San Antonio.

4. The services of the Architect shall consist of the preparation of preliminary sketches, working drawings, special detail drawings, engineering and architectural services, finished plans and specifications, the necessary conferences, cooperation with the officers of the City of San Antonio, and the Federal Works Agency - Public Works Administration.

5. When requested to do so, the Architect will make or procure preliminary estimates on the cost of the work, and will keep the cost of the work within the allotment of the Federal Works Agency - Public Works Administration.

6. The Architect shall deliver to the City drawings, and specifications in order that the Mayor shall have within his custody a complete detailed record of these improvements.

7. The cost of the work planned and specified by the Architect under the terms of this contract is estimated at \$42,048.00, including the fees of the Architect.

8. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him.

9. In consideration of the faithful performance of this contract to the completion of the job; the City of San Antonio agrees, shall be and is hereby bound and obligated to pay the Architect the sum of \$1,656.24 as set out in application to the Federal Works Agency - Public Works Administration, dated September 18, 1941.

Payment to Architect to be made as follows:

Sixty (60%) per cent of the fee shall be due and paid when plans and specifications are completed and actual work started on the project. The balance of forty (40%) per cent to be paid when the work is completed.

10. The Architect shall assist the Owner to secure a grant or other assistance from the Federal Government which is, or may be available from any brancy of the Federal Government to aid in the construction of this project. However, should the Owner fail to obtain its share of the funds for this project, and if the proposed project is not constructed, then the Architect shall not make any charges for the work done. Should any part of this project be approved and an offer be made by the Federal Government and accepted by the Owner then the Architect shall be covered by this contract for that portion of the work in a like manner as for the total project.

11. It is further agreed, should application be made for additional Federal Assistance for this project, that there shall be provided in such application funds for Architectural and Engineering Services in addition to such fees as are included in this agreement, which additional fees shall be the subject of a separate agreement between the Owner and Architect.

12. IN WITNESS WHEREOF, the City has caused these presents to be executed in duplicate by C. K. Quin, and the corporate seal of the City affixed hereto, and attested by the City Clerk and Leo M. J. Dielmann seals and delivers this instrument as the contract, on the the 9th day of May A. D. 1942.

CITY OF SAN ANTONIO

BY /s/ C. K. Quin MAYOR

/s/ Leo M. J. Dielmann
Architect

ATTEST:

/s/ Jas. Simpson
City Clerk

05-439.1

AN ORDINANCE (1262)

DEDICATING EXTENSION OF FUNSTON PLACE

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

1. That the following described tract of land off of the south end of Mahncke Park, for the extension of Funston Place from North New Braunfels Avenue to the Old Austin Road, more particularly described as follows, be and the same is hereby dedicated as a public street and for purposes incidental thereto, that is:

2. BEGINNING at a stake in the east line of North New Braunfels Avenue, 167.0 feet northward from its intersection with the north line of Pinckney Street for the southwest corner of this tract; thence in a northerly direction along said east line of North New Braunfels Avenue 30.35 feet to a point for the northwest corner of this tract; thence angle right $90^{\circ} - 00'$ along the new north line of Funston Avenue extension, same being parallel to the south line of Mahncke Park, in Block A-65, a distance of 1566.81 feet to a point in the west line of the Old Austin Road for the northeast corner of this tract; thence angle right $101^{\circ} - 53'$ along said west line of the Old Austin Road 31.02 feet to the southeast corner of Mahncke Park and also being the southeast corner of Mahncke Park and also being the southeast corner of this tract; thence angle right $78^{\circ} - 07'$ along the south line of Mahncke Park 1560.42 feet to the place of beginning, as per plat attached and on file in the City Engineer's Office, Case "H", No. 522.

3. In consideration of the above dedication and the performance of the following conditions, to-wit: The City to grade the street of which the above will form a part; to a width of 29 feet, furnish and load gravel on trucks at gravel of the City on the North Loop, and Spread and roll gravel on said street, the owners of a tract of land bounded on the south by Pinckney Street, on the West by North New Braunfels Avenue, on the east by the old Austin Road and on the north by Mahncke Park, agree to dedicate to the public for street purposes a strip of land 19.65 feet in width along the entire north side of said property, said strip of land 19.65 feet in width to adjoin the strip of land above dedicated by the City of San Antonio for street purposes as the extension of Funston Place; to furnish necessary trucks for hauling gravel from the gravel pit of the City located on the North Loop, construct concrete curbs on both sides of the proposed street and pave said street with a one inch Cold Rock asphalt surface, or equivalent, to be rolled to a depth of $3/4$ inch, all in accordance with City specifications.

4. Said street shall be known as the extension of "Funston Place".

5. PASSED AND APPROVED this 14th day of May, A.D. 1942.

ATTEST:

Jas. Simpson
City Clerk

C. K. QUIN

M A Y O R

A RESOLUTION (1289)

GIVING NOTICE THAT BIDS WILL BE RECEIVED FOR THE SELECTION
OF A DEPOSITORY FOR THE FUNDS OF THE CITY OF SAN ANTONIO FOR
THE FISCAL YEAR 1942

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

1. That sealed proposals for the custody of the funds of the City of San Antonio will be received from any banking corporation, association or individual banker, that may desire to be selected as a depository for all or any part of the funds of the City of San Antonio, on or before Thursday, the 4th day of June, A.D. 1942, at 10:00 o'clock A.M., at which time the

proposals will be opened at the meeting of the Commissioners of the City of San Antonio, we will make the selection and designate such depository of City funds, and thereafter receive and consider the bonds tendered by the proposers; all as made and stipulated by the laws of the State of Texas and the Charter and the ordinances of the City of San Antonio.

2. Any banking corporation, association or individual banker desiring to bid, shall deliver a sealed proposal to the City Clerk at the City Hall, stating the rate per cent upon daily balances which such bidder offers to pay to the City for the privilege of being made the depository of the funds of the City for the fiscal year next following the date of such meeting.

3. Any proposal which contemplates a deposit of less than all of the funds of the City shall designate the amount or part of such deposit desired.

4. Each bidder shall include, or combine in the proposal, or shall file a separate proposal at the same time and in the same manner, the terms and conditions upon which the bidder proposes to lend the City of San Antonio, from time to time, as needed, if required by ordinance, such sum or sums of money as the Commissioners of the City of San Antonio may desire to borrow for the use of the City, in anticipation of the receipts of the taxes and the current revenues of the City for such fiscal year, on form of contract proposed by the City and on file in the City Clerk's Office.

5. Notice that such bids will be received will be given by the publication of a copy of this Resolution not less than one, nor more than four weeks before such meeting.

6. The Commissioners shall have the right to reject any and all bids and to re-advertise for any proposals.

7. PASSED AND APPROVED THIS 21st day of May, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

05-440
- - -
A RESOLUTION (1293)

RE: DISPOSAL OF THE COMMON STOCK OF THE SAN ANTONIO PUBLIC SERVICE COMPANY

WHEREAS, the United States Government, through the S.E.C. has directed that the holding company which owns the common stock of the San Antonio Public Service Company, dispose of the same; and

WHEREAS, it is the opinion of the City Commissioners of the City of San Antonio, Texas, that it would be advantageous to the citizens of this city for said City to own and operate said properties, provided same can be purchased at a fair price, and provided same be operated by a non-political board, and

WHEREAS, said City Commissioners desire to enter negotiations looking toward the acquisition of said properties;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, TEXAS:

1. That the Mayor be and he is hereby authorized, for and in behalf of the City of San Antonio to enter into negotiations looking toward the purchase by the City of the properties of the San Antonio Public Service Company from the present owners of said properties, all such negotiations to be reported by the Mayor to the Commissioners for approval or disapproval by them, and that no contract may be entered into without proper authorization by the City Commissioners.

2. That the San Antonio Public Service Company and its controlling stockholders are hereby requested to afford the City of San Antonio a fair opportunity to purchase said properties before the same are offered or contracted to any other person, corporation, public body or agency.

3. That the San Antonio Public Service Company and its controlling stockholders are requested not to negotiate with any other person, corporation, public body or agency, while negotiations are being carried on with the City of San Antonio, it being specifically understood that the Mayor of the City of San Antonio has no authority to negotiate with said San Antonio Public Service Company and its controlling stockholders unless they agree that they will give the City of San Antonio a reasonably sufficient time to carry on said negotiations, and will not in the meantime negotiate with any other person, corporations, public body or agency, in order that the City of San Antonio may have sufficient time to determine the value of the properties, and to determine whether said City desires to acquire said property, or any part of same.

4. That it is the sense of the governing Commission of the City of San Antonio, that if there is to be change in the ownership of the San Antonio Public Service Company or its properties, that same should be acquired by the City, provided same can be acquired at a proper price, and provided same be operated, if so acquired, by a non-political board.

And it is the sense of the Commission that if necessary the City use such legal powers as it may have to acquire such of these properties as it may desire.

PASSED AND APPROVED this 27th day of May, 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

05-441

AN ORDINANCE (1322)

AUTHORIZING THE COMMISSIONER OF SANITATION, PARKS AND PUBLIC PROPERTY TO EXECUTE AN AMENDMENT TO THE APPLICATION FILED UNDER DOCKET TEX. 41-401 TO THE FEDERAL WORKS AGENCY, PUBLIC WORKS ADMINISTRATION OF THE UNITED STATES GOVERNMENT

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

1. That the Commissioner of Sanitation, Parks and Public Property of the City of San Antonio be and he is hereby authorized and directed to execute an amendment to the Application filed under Docket Tex. 41-401 to the Federal Works Agency, Public Works Administration of the United States Government and all other instruments in connection therewith.

2. PASSED AND APPROVED this 28th day of May, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

05-442

A RESOLUTION (1323)

OF MUNICIPALITY REGARDING TRAFFIC REGULATION ON FEDERAL HIGHWAY PROJECT

WHEREAS, the State Highway Department of the State of Texas is desirous of constructing sections at Burr Road and North Pine Street in the City of San Antonio; and,

WHEREAS, the State Highway Department is desirous of receiving Federal Aid for the improvement of said streets, and

WHEREAS, the Public Roads Administration of the United States of America will not participate in the construction of said highway until and unless the City of San Antonio will agree to refrain from permitting encroachments upon the right-of-way of said above mentioned Streets, and until and unless the City of San Antonio will agree to refrain from passing ordinances

or laws fixing a speed limit of under twenty miles per hour on said above mentioned streets.

THEREFORE, be it resolved by the City Commission of the City of San Antonio that, for and in consideration of the State Highway Department of the State of Texas and the Public Roads Administration of the United States of America constructing said sections of Burr Road and North Pine Streets in the City of San Antonio, it hereby agrees with the State Highway Department of the State of Texas and the Public Roads Administration of the United States of America that it will not, in the future, permit encroachment on the right-of-way of said above mentioned streets; nor will it pass an ordinance or laws fixing a speed limit on the above mentioned streets of under twenty miles per hour; nor will it repeal or amend any of the provisions of this resolution without the consent of the State Highway Commission.

This is to certify that the above resolution was adopted and passed at a special meeting of the City Commission of San Antonio, Texas, 28th day of May, 1942.

C. K. QUIN

ATTEST:

MAYOR

Jas. Simpson

City Clerk

AN ORDINANCE (1324)

CANCELLATION OF BONDS FOR THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1941, ENDING MAY 31, 1942

WHEREAS, the following bonds having been heretofore redeemed and paid by the City of San Antonio, Viz:

Street Paving Bonds of 1913	1013 to 1050 Inc.	\$ 38,000.00
Sanitary Sewer Bonds of 1913	541 to 560 Inc	20,000.00
Sidewalk & Curbing Bonds of 1913	34 to 35 Inc	1,000.00
Police & Fire Station Bonds of 1913	118 to 122 Inc	5,000.00
Street Opening & Widening Bonds of 1913	253 to 262 Inc	10,000.00
Bridge Bonds of 1913	68 to 70 Inc	3,000.00
Storm Sewer Bonds of 1913	203 to 210 Inc	8,000.00
Hospital Building Bonds of 1913	85 to 87 Inc	3,000.00
Incinerator Building Bonds of 1913	34 to 35 Inc	2,000.00
Street Paving & Storm Sewer Bonds of 1919	473 to 495 Inc	23,000.00
Sanitary Sewer Bonds of 1919	264 to 275 Inc	12,000.00
Sidewalk & Curbing Bonds of 1919	53 to 54 Inc	1,000.00
Fire & Police Building Bonds of 1919	79 to 82 Inc	4,000.00
Street Opening & Widening Bonds of 1919	500 to 523 Inc	24,000.00
Bridge Bonds of 1919	106 to 110 Inc	5,000.00
Incinerator Building Bonds of 1919	107 to 110 Inc	2,000.00
Auditorium Building Bonds of 1919	263 to 275 Inc	13,000.00
Park Improvement Bonds of 1919	106 to 110 Inc	5,000.00
River Improvement Bonds of 1919	106 to 110 Inc	5,000.00
Market House Annex Bonds of 1919	106 to 110 Inc	5,000.00
Park Improvement Bonds of 1924	86 to 90 Inc	2,500.00
Street Paving & Market Bonds of 1924	192 to 202 Inc	11,000.00
Sanitary Sewer Bonds of 1924	86 to 90 Inc	2,500.00
Fire & Police Station Bonds of 1924	86 to 90 Inc	2,500.00
Street Opening & Widening Bonds of 1924	107 to 112 Inc	6,000.00
Bridge Bonds of 1924	86 to 90 Inc	2,500.00
Storm Sewer & Drain Bonds of 1924	107 to 112 Inc	6,000.00
Floor Prevention Bonds of 1924	1191 to 1260 Inc	70,000.00
Auditorium Building Bonds of 1924	86 to 90 Inc	5,000.00
Street Opening & Widening Bonds of 1926	151 to 160 Inc	10,000.00
Bridge Bonds of 1926	76 to 80 Inc	2,500.00
Auditorium Building Bonds of 1926	76 to 80 Inc	5,000.00
Street Paving Bonds of 1926	94 to 100 Inc	7,000.00
Storm & Sanitary Sewer Bonds of 1926	38 to 40 Inc	1,500.00
Hospital Building Bonds of 1927	18	1,000.00
City Hall Building Bonds of 1927	88 to 93 Inc	6,000.00
Incinerator Building Bonds of 1927	53 to 56 Inc	4,000.00
Storm & Sanitary Sewer Bonds of 1927	263 to 281 Inc	19,000.00
Street Paving Bonds of 1927	106 to 112 Inc	7,000.00
Bridge Bonds of 1927	88 to 93 Inc	6,000.00
Street Opening & Widening Bonds of 1927	316 to 337 Inc	22,000.00
Park Improvement Bonds of 1927	53 to 56 Inc	4,000.00
Fire & Police Building Bonds of 1927	44 to 46 Inc	3,000.00
Auditorium Building Bonds of 1927	27	1,000.00
Flood Prevention Bonds of 1927	211 to 225 Inc	15,000.00

Sewer Disposal & Sanitary Sewer Bonds of 1928	376 to 406	Inc	31,000.00
Street Opening & Widening Bonds of 1928	181 to 195	Inc	15,000.00
Street Paving Bonds of 1928	226 to 243	Inc	18,000.00
Flood Prevention & Storm Sewer Bonds of 1928	151 to 162	Inc	12,000.00
Bridge Bonds of 1928	46 to 48	Inc	3,000.00
Fire & Police Building Bonds of 1928	91 to 97	Inc	7,000.00
Public Park Improvement Bonds of 1928	121 to 130	Inc	10,000.00
Public Library Bonds of 1928	151 to 162	Inc	12,000.00
Exposition Park Bonds of 1928	76 to 81	Inc	6,000.00
Spanish Governor's Palace Bonds of 1928	17		1,000.00
Funding Bonds of 1931	166 to 190	Inc	25,000.00
Sewer Construction Bonds of 1936	26 to 30	Inc	5,000.00
Street Improvement Bonds of 1936	31 to 36	Inc	6,000.00
River Improvement Bonds of 1936	6		1,000.00
Bridge Construction Bonds of 1936	6		1,000.00
Airport Bonds of 1936	6		500.00
Park Improvement Bonds of 1936	16 to 18	Inc	3,000.00
Fire Station 2 Building Bonds of 1937	16 to 20	Inc	5,000.00
Police & Fire Station Bonds of 1937	10 to 12	Inc	3,000.00
Health Building Bonds of 1937	4		1,000.00
Stinson Airport Improvement Bonds of 1937	4		1,000.00
Bridge Construction Bonds of 1937	4		1,000.00
Street Improvement Bonds of 1937	7 to 8	Inc	2,000.00
Sewer Construction Bonds of 1937	7 to 8	Inc	2,000.00
Funding Bonds of 1940	2 to 15	Inc	14,000.00
Airport Bonds of 1941	1 to 22	Inc	<u>22,000.00</u>
			\$618,500.00

AND WHEREAS, it is desired to make the payment and cancellation of said bonds a matter of record, therefore,

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

That all of said bonds having this day been cancelled as provided in Section Eighteen (18), Paragraph C, of the Finance Ordinance of this City, be and they are hereby ordered delivered to the City Auditor to be kept by him as permanent records of his office.

PASSED AND APPROVED on this 28th day of May, 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

We, Walter Tatsch, City Auditor, and Jas. Simpson, City Clerk of the City of San Antonio do hereby certify that we have compared the signatures of the Mayor, City Clerk and City Treasurer; Namely: Clinton G. Brown, Mayor; Fred Fries, City Clerk; J. Frank Gallagher, City Treasurer; affixed to the bonds of the bonds of the 1913 issue; Sam C. Bell, Mayor; Fred Fries, City Clerk; and Andres Coy, Commissioner of Taxation and ex-officio Treasurer; affixed to the bonds of the 1919 issue; John W. Tobin, Mayor; Fred Fries, City Clerk; and Frank H. Bushick, Commissioner of Taxation and ex-officio Treasurer; affixed to the bonds of the 1924, 1926 and 1927 issues; C. M. Chambers, Mayor; Fred Fries, City Clerk; and Frank H. Bushick, Commissioner of Taxation and ex-officio Treasurer; affixed to the bonds of the 1928 issue; C. M. Chambers, Mayor; Jas. Simpson, City Clerk; and Frank H. Bushick, Commissioner of Taxation; affixed to the Funding Bonds of 1931; C. K. Quin, Mayor; Jas. Simpson, City Clerk; and Frank H. Bushick, Commissioner of Taxation and ex-officio Treasurer; affixed to the bonds of 1936 and 1937 issues; Maury Maverick, Mayor; J. J. Patterson, City Clerk; and C. Ray Davis, Commissioner of Taxation and ex-officio Treasurer; affixed to the bonds of the 1940 issue; and Maury Maverick, Mayor; H. L. Dillashaw, City Clerk; and C. Ray Davis, Commissioner of Taxation and ex-officio Treasurer; affixed to the bonds of the 1941 issue; of the City of San Antonio, mentioned in the foregoing ordinance, and do hereby declare that the signatures are genuine autographic signatures of said officials, as they

