

said, and that the Annexation Ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: April 30th, 1940.

(Signed) Thornton Hall

Sworn to and subscribed before me this 6th day of May, 1940.

Walter Kenaner
Notary Public in and for
Bexar County, Texas

* * * * *

AN ORDINANCE (1983) *OJ-95*

CREATING CONTRACT WITH GEO. G. EHRENBORG CO., APPRAISAL ENGINEERS, FOR THE VALUATION FOR TAXATION PURPOSES OF ALL LOTS AND PARCELS OF LAND AND ALL IMPROVEMENTS. THE VALUATION OF PERSONAL PROPERTY AND EQUIPMENT COMMONLY USED IN INDUSTRIAL PLANTS, THE VALUATION OF ALL PERSONAL PROPERTY OF ALL MERCHANDISING CONCERNS WITHIN THE NEWLY ANNEXED CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, CONSISTING OF JEFFERSON MANOR, SPANISH ACRES, WESTMORELAND AREA, LOS ANGELES HEIGHTS AND OLMOS TERRACE.

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

1. That this ordinance creates and manifests a contract between the City of San Antonio, hereinafter called "CITY", and Geo. G. Ehrenborg Co., Appraisal Engineers, hereinafter called "CONTRACTOR", said contract being made under and by the authority of the Charter and Ordinances of the City of San Antonio, and performable in San Antonio, Bexar County, Texas, WITNESSETH:-

2. Contractor agrees to furnish the City the following services (including materials and supplies), in the methods of Realty valuations for taxation purposes of all lots and parcels of land and all improvements within the newly annexed corporate limits of the City of San Antonio, consisting of Jefferson Manor, Spanish Acres, Westmoreland Area, Los Angeles Heights and Olmos Terrace.

3. MAPS: Contractor agrees to bring to date a set of sectional maps and block books and furnish the City with one set of white prints on which all land units are posted.

4. LAND: Contractor agrees to furnish the services of experts in land valuation methods who will, with the help of a local board furnished by the City at no cost to the City, ascertain the valuation of the lots and parcels of land fronting on each single street in the City in said newly annexed areas. This having been done, Contractor will compute the valuation of all lots and parcels accurately and proportionately and truly according to such unit floor valuations, and take into consideration depreciation for bad location, creeks, overflow, etc.

5. BUILDINGS AND IMPROVEMENTS: Contractor agrees to furnish the services of experts in building valuation methods, who will measure and describe buildings and improvements upon lots and parcels in the City of San Antonio in said newly annexed areas, applying factors of valuation and depreciation for each, based upon the fair market cost of new production, with specific depreciation, if any, expressed in one percentage. for consideration of mechanical deterioration, obsolescence, age and lack of utility. Information and data for each building will be tabulated on a permanent card record, showing the size, class, kind, condition,

number of stories, roof, etc., together with improvements, such as fixtures, water, bath, sewer and electric connections, with factors of valuation and depreciation as ascertained by local investigation.

6. EXEMPT LANDS: It is expressly understood that this service shall not apply to land and buildings that are exempt from taxation.

7. PUBLIC UTILITIES AND RAILROADS: Contractor agrees to furnish the services of experts in the valuation of personal property and equipment commonly used for Public Utilities and Railroads, and to make an appraisal of all such property and equipment, setting out such appraisal in detail, showing major items, and setting out where possible original cost and specific depreciation, and in all such cases present value of same. Such report to be bound in substantial loose-leaf binders.

8. Contractor agrees and binds himself to furnish the services of experts in the valuation of personal property and equipment commonly used in Industrial plants and to make an appraisal of all such property and equipment, in the said areas in the City of San Antonio, setting up such appraisal in detail, showing major items and setting out whenever possible possible original cost and specific depreciation, and in all cases present fair cash market value of same at time required by law; such report to be bound in substantial loose-leaf binders.

9. Contractor also agrees to furnish City with an appraisal of all personal property of all merchandising concerns in the said areas in the City of San Antonio, this is to be set and on specially designed cards approved by City, these appraisals to reflect the fair cash market value of all such stocks of merchandise, furniture and fixtures, etc. at the time required by law.

10. GENERAL: Contractor agrees that it or its experts in methods of land and building valuation will instruct the City Tax Assessor in the present use of the methods of valuation and computation, so that the system installed may be continued and kept up to date in the future.

11. It is agreed and understood that the City will furnish Contractor a suitable place to work and the use of existing maps and other records of the City for use as far as they may be useful.

12. DELIVER AND FEES: Contractor agrees to complete the services herein described within 70 days after the signing of this agreement, subject to the satisfaction of and acceptance by the City Commissioners of the City of San Antonio, in default of which it agrees to pay a penalty of \$10.00 per day as and for liquidated damages for delay in performance.

13. For the services to be rendered, City agrees to pay Contractor the total sum of Six Thousand Three Hundred and Fifty Dollars (\$6,350.00), payable at San Antonio, Texas, as follows:-

\$1500 payable June 15, 1940;
 \$1500 payable July 1, 1940;
 \$1500 payable July 15, 1940;
 \$1850 payable on completion of the work and acceptance of the

report by the City Commissioners of the City of San Antonio.

14. Contractor agrees to sit on the Board of Equalization in an advisory capacity, to defend any values set under this contract, for sixty days without any extra charge.

15. Contractor shall begin work within 5 days from the date hereof, and shall furnish a performance bond of \$1500, payable to the City of San Antonio warranting completion of the work required under the terms hereof within the time required, and the payment of labor and for material in accordance with Article 5160, R.S. of Texas.

16. All work is to be under the direct supervision of Contractor at its sole expense and no portion hereof shall be performed by sub-contract.

17. This writing constitutes the entire contract between the parties hereto, there being no other written nor any 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.

18. PASSED AND APPROVED on this 7th day of June, A. D. 1940.

Maury Maverick
MAYOR.

ATTEST: H. L. Dillashaw
City Clerk.

19. This contract accepted as written.

GEO. G. EHRENBORG CO.

By Geo. G. Ehrenborg
Contractor.

* * * * *

AN ORDINANCE (1984) *OJ-96*

ACCEPTING THE PROPOSAL OF THE TEXAS COMPANY FOR SALE AND DELIVERY OF GASOLINE, AND MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE TEXAS 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 The Texas Company, dated May 27, 1940, 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 The Texas 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 TEXACO FIRE-CHIEF, of the following specifications:-

Gravity	57 - 60
I. B. P.	90 - 110
10%	145 - 160
50%	255
90%	362
End Point, Max.	398
Recovery, Min.	97
Vapor Pressure, Max.	8.5
Octane, L.3.Method	74 minimum
Sulphur	0.10% Max.
Doctor	Negative
Corrosion	Negative
Gum	20 mg's. Max.

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 6.10 cents per gallon of gasoline delivered, plus any tax applicable. Should the posted tank car schedule advance during the period of this contract, Contractor agrees that City shall still pay the above set price; however should the posted tank car price decline during the period of this contract, then the posted tank car price shall apply, and the City agrees to pay only that 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 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 the total amount of gasoline sold and delivered to the City of San Antonio each month is made on or before the 10th day of the succeeding month.

5. Contractor agrees that all gasoline ordered by the City shall be delivered to the place designated for storage within two 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.

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 as of June 1, 1940, and shall terminate at 12:00 midnight on November 30, 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. This contract shall be accepted and binding upon Contractor by virtue of the signatures subscribed to this instrument.

12. The acceptance of this proposal of The Texas Company is also a rejection of all other bids submitted concerning this same purchase.

13. PASSED AND APPROVED this 7th day of June, A. D. 1940.

Maury Maverick
MAYOR.

ATTEST: H. L. Dillashaw
City Clerk.

15. The foregoing instrument, constituting a contract with The Texas Company, is accepted in all things by the undersigned, duly authorized to do so, this 6th day of June,

A. D. 1940.

THE TEXAS COMPANY

By: W. R. Ellwood
Ass't. Manager,
Sales Department
Southern Territory

* * * * *

AN ORDINANCE (1989) *OJ-97*

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$250,000.00 TO PAY THE CURRENT EXPENSES OF SAID CITY DURING THE FISCAL YEAR 1940.

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

1. That for the purpose of paying the debts of the City of San Antonio incurred for current expenses during the fiscal year beginning June 1, 1940, and to pay the current expenses of said City for the remainder of said fiscal year ending May 31, 1941, there shall be borrowed and secured from the National Bank of Commerce, of San Antonio, Texas, advances of money for said purposes in the amount of \$250,000.00, or so much thereof as may be needed, which amount does not exceed the estimated current income of said City for said fiscal year, and to evidence said loans and advances promissory notes of the City of San Antonio shall be executed and delivered to said National Bank of Commerce of San Antonio, Texas, as hereinafter provided, under the power vested in the City of San Antonio by its Charter and the Constitution and Laws of the State of Texas.

2. That said notes shall be numbered consecutively, from 1 to 10, both inclusive, and shall be for the sum of \$25,000.00 each.

3. That the above said notes, aggregating \$250,000.00, shall be payable to the bearer at National Bank of Commerce of San Antonio, Texas; all said notes to be dated the day and date they are executed, and shall bear interest at the rate of 2.7 per cent per annum from date thereof, calculated and payable monthly, as it accrues, provided, that interest shall be payable only on cash actually advanced on said notes, and only from the dates of such advancements, and, provided, that said notes or advances made by said Bank of said City of San Antonio shall draw interest after maturity thereof at the rate of 6 per cent per annum; said notes shall be signed by the Mayor, countersigned by the City Auditor of said City, and by the City Treasurer, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes; said notes shall provide for final maturity not later than June 30, 1941, unless the National Bank of Commerce should cease to be the City depository, in which event this entire series of notes shall, at the option of the holder thereof, become due and payable, with the privilege of prepayment prior to maturity.

4. That all the taxes and revenues of the City of San Antonio for the fiscal year beginning June 1, 1940, and ending May 31, 1941, and all the current revenues of the City of

San Antonio arising from taxation and all other ~~sources~~ during said fiscal year, and all uncollected back taxes for previous years, subject only to existing prior valid pledges of said back taxes, be and the same are hereby irrevocably pledged, transferred and assigned for the payment of the above said notes and advances, and that said notes and all interest thereon shall constitute a first lien upon and against all said taxes and revenues for said fiscal year, and all said uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, and shall be paid therefrom and from the current incomes and revenues of the City and such uncollected back taxes ~~before any such~~ taxes, revenues or incomes or back taxes may be lawfully appropriated to any other purpose or abject thatsoever.

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

6. In the event the present depository of the City of San Antonio does not continue as such for the fiscal and tax year of 1940-41, the City agrees to see that the then new depository will take up any unpaid balance of this series of notes before the transfer of the City deposits is made to the new depository.

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

\$25,000.00

No. _____

UNITED STATES OF AMERICA
THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO GENERAL FUND NOTE
FISCAL YEAR JUNE 1, 1940 TO MAY 31, 1941

The City of San Antonio, a municipal corporation, in the County of Bexar, State of Texas, acting herein through and by its duly authorized and empowered officers, for value received, acknowledges itself indebted to, and hereby promises to pay to bearer, at NATIONAL BANK OF COMMERCE OF SAN ANTONIO, in San Antonio, Texas, on or before the 30th day of June, 1941, unless the National Bank of Commerce shall cease to be the City depository, in which event this note shall, at the option of the holder thereof, become due and payable, the sum of Twenty-five Thousand (\$25,000.00) Dollars, in lawful and legal money of the United States of America, with interest thereon from the date hereof until maturity, at the rate of 2.7 per cent per annum, payable monthly as it accrues, past due principal and interest to bear interest from date due until paid at the rate of 6 per cent per annum; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection after maturity, or collected through judicial proceedings of any kind, an additional 5 per cent on the amount of principal and interest unpaid shall be payable and paid as attorney's fees.

This note is one of a series of notes, numbered 1 to 10, inclusive, for \$25,000.00 each, and aggregate \$250,000.00, to be dated when and as issued, given and executed for money loaned and advanced for paying off indebtedness incurred for current expenses of the City of San Antonio, and to supply needed money and funds to pay current expenses in the operation of the City's affairs for and during the fiscal year beginning June 1, 1940 and ending May 31, 1941, such said notes having been issued and to be issued under and by virtue of Charter and Ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance duly passed by the Commissioners of said City on the _____ day of June, 1940, recorded and of record in the Ordinance Record Book _____ of the City of

San Antonio, and are secured concurrently, regardless of date of issuance, as shown and recited in said ordinance.

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

It is hereby declared and certified that all acts, conditions and things required to be done precedent to and authorizing the borrowing of said funds and money and the issuance of this series of notes and pledging, transferring and assigning securities, above referred to, for the purpose of better securing the payment thereof, have been properly done and performed in regular and due time, form and manner, as authorized and required by the Charter and Ordinances and as provided by law; and that the full faith and credit of the City of San Antonio, and the securities aforesaid, are bound, pledged, transferred and assigned for the purpose of better securing the payment of said entire series of notes issued, and to be issued, per all of their terms, all standing alike and being equally proportionally secured, and no part of which said securities shall be diverted, applied or used for any other purpose or object whatsoever until the full and final payment, principal and interest, of said series of notes.

IN TESTIMONY WHEREOF, the City of San Antonio has caused this note to be executed, signed by the Mayor, countersigned by the City Treasurer and the City Auditor, and attested by the City Clerk, with the corporate seal affixed, this the ____ day of _____, 1940.

CITY OF SAN ANTONIO, TEXAS

By _____
Mayor, CITY OF SAN ANTONIO, TEXAS

Countersigned:

By _____
Treasurer, CITY OF SAN ANTONIO, TEXAS

By _____
Auditor, CITY OF SAN ANTONIO, TEXAS

ATTEST:

City Clerk,
CITY OF SAN ANTONIO, TEXAS

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

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

10. PASSED AND APPROVED this 8th day of June, A.D. 1940.

C. Ray Davis
MAYOR PRO TEM.

ATTEST: _____
H. L. Dillashaw
City Clerk.

AN ORDINANCE (2012) *OJ-98*

APPROVING THE ACTION OF THE FIRE AND POLICE CIVIL SERVICE BOARD IN ADDING
TO THE CIVIL SERVICE CODE.

BE IT ORDAINED WHEREAS by motion duly made, seconded and carried unanimously by the Fire and Police Civil Service Board of the City of San Antonio, it was determined in a regular meeting properly called and held on the 11th day of June, A. D. 1940, that said rules and regulations for members of the Police Department of the City of San Antonio be adopted and added to the General Specifications and Rules and Regulations for the Police Department now in effect, NOW, THEREFORE,

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

1. That the action of the Fire and Police Civil Service Board in adding the Rules and Regulations attached hereto and referred to above, be and the same is hereby in all things approved, and said Rules and Regulations are hereby added to the said General Specifications and Rules and Regulations for the Police Department now in effect, all in accordance with the action of the Fire and Police Civil Service Board of the City of San Antonio. Said rules, in accordance with the recommendation of the said Civil Service Board, shall be cumulative of and supplemental to the present provisions of the code, provided, however, that the rules and regulations hereby adopted shall govern in case of conflict and superseding, in those instances, the provisions of the Code which were adopted on April 27, 1932.

2. PASSED AND APPROVED this 13th day of June, A. D. 1940.

C. Ray Davis
Mayor Pro Tem.

Attest: H. L. Dillashaw
City Clerk.

* * * * *

AN ORDINANCE (2025) *05-99*

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 NOS. 17, 19 AND 23 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 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 Receipt No. 1 attached to Ordinance dated August 2, 1939, Receipts Nos. 20, 21 and 22 attached to Ordinance dated May 21, 1940 and attached

Receipts Nos. 24 to 27, inclusive, 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. 17, 19 and 23, 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 15th day of June, 1940.

Maury Maverick
MAYOR.

ATTEST: H. L. Dillashaw
City Clerk.

* * * * *

AN ORDINANCE (2026) **OJ-100**

VACATING, CLOSING AND ABANDONING CERTAIN STREETS, ALLEYS AND AREAS OR PORTIONS THEREOF.

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

WHEREAS, there exists between the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, a contract represented by the cooperation agreement passed and approved March 23, 1939 as amended May 27 and May 29, 1939, covering Wheatley Courts, Project Tex 6-4, and others; and

WHEREAS, said contract agreement provides in part as follows: "The City agrees to plan or replan, zone or rezone to an appropriate residential classification, any area in the City within which a Project or Projects shall be located, and that it will vacate, furnish, dedicate, close, pave (with the provision that paving is to be done at a price to be agreed upon by the City and Local Authority), install, grade or regrade, plan or replan any streets, roads, roadways, alleys, sidewalks or other places, which the Authority finds are necessary in the development of the Projects, in the area of a Project or Projects or adjacent thereto"; and that the Authority will dedicate new streets, alleys and areas to the City for public use and municipal maintenance; and that the City will accept such dedication and maintenance; and

WHEREAS, by petition the said Authority has requested the City to vacate, close and abandon the streets and areas mentioned in the attached petition.

NOW, THEREFORE BE IT ORDAINED: That

(1) That portion of Penn Street from the East line of North Gevers Street to West

line of North Mittman Street, and being all the area of said Penn Street between Lots 1 to 10, inclusive, on the North and Lots 11 to 20, inclusive, on the South, of NCB 1346;

(2) That portion of Lamar Street (sometimes called and shown on maps as Logan Street) from the East line of North Gevers Street to the West line of North Mittman Street, and being all the area of said Lamar Street between Lots 11 to 20, inclusive, on the North and Lots 21 to 30, inclusive, on the South, of NCB 1346;

(3) That portion of Logan Street (sometimes called and shown on maps as Lamar Street) from the East line of North Gevers Street to the West line of North Mittman Street, and being all the area of said Logan Street between Lots 21 to 30, inclusive, of NCB 1346 on the North and Lots 21 to 30, inclusive, of NCB 1326 on the South;

(4) That portion of Lamar Street (sometimes called and shown on maps as Logan Street) from the East line of North Mittman Street to the West line of Hudson Street, and being all of the area of said Lamar Street between NCB 1345 on the North and NCB 1327 on the South; and (5) That portion of North Mittman Street from the South line of Harrison Street to a line which is an East extension of the North line of Arthur Street, and being all the area of said North Mittman Street between, on the West, a straight line formed in part by the East lines of NCB 1346 and the North part of NCB 1326 and, on the East, a straight line formed in part by the West lines of NCB 1345 and the North part of NCB 1327;

be and the said portions of said streets are hereby vacated, closed and abandoned.

PASSED AND APPROVED this 15th day of June, 1940.

Maury Maverick
Mayor.

Attest: H. L. Dillashaw
City Clerk.

Approved as to Form:

J. I. Kercheville
City Attorney

* * * *

AN ORDINANCE (2027) *OJ-101*

VACATING, CLOSING AND ABANDONING CERTAIN STREETS, ALLEYS AND AREAS OR PORTIONS THEREOF.

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

WHEREAS, there exists between the City of San Antonio and the Housing Authority of the City of San Antonio, Texas, a contract represented by the cooperation agreement passed and approved March 23, 1939 as amended May 29 and 29, 1939, covering Lincoln Heights Courts, Project Tex 6-5, and others; and

WHEREAS, said contract agreement provides in part as follows: "The City agrees to plan or replan, zone or rezone to an appropriate residential classification, any area in the City within which a Project or Projects shall be located, and that it will vacate, furnish, dedicate, close, pave (with the provision that paving is to be done at a price to be agreed upon by the City and Local Authority), install, grade or regrade, plan or replan and streets, roads, roadways, alleys, sidewalks or other places, which the Authority finds are necessary

in the development of the Projects, in the area of a Project or Projects or adjacent thereto"; and that the Authority will dedicate new streets, alleys and areas to the City for public use and municipal maintenance; and that the City will accept such dedication and maintenance; and

WHEREAS, by petition the said Authority has requested the City to vacate, close and abandon the streets and areas mentioned in the attached petition.

NOW, THEREFORE BE IT ORDAINED: that

(1) That portion of North Elmendorf Street from the North line of West Poplar Street to the South line of Lombrano Street, and being all the area of said North Elmendorf Street between, on the West, a straight line formed in part by the East lines of NCBs 2102, 2103, 2110 and 2111 and, on the East by a straight line formed in part by the West lines of NCBs 2101, 2104, 2109 and 2112;

(2) Those portions of Micklejohn Street (a) from the East line of North Hamilton Street to the West line of North Elmendorf Street and being all the area of said Micklejohn Street between NCB 2120 on the North and NCB 2103 on the South and (b) from the East line of North Elmendorf Street to a line 336 feet East of and parallel with the East line of North Elmendorf Street and being all the area of said Micklejohn Street between Lots 21 - 30, inclusive, NCB 2101 on the North and Lots 11 - 20, inclusive, NCB 2104 on the South;

(3) Those portions of Menchaca Street (a) from the East line of North Hamilton Street to the West line of North Elmendorf Street and being all the area of said Menchaca Street between NCB 2103 on the North and NCB 2110 on the South and (b) from the East line of North Elmendorf Street to a line 336 feet East of and parallel with the East line of North Elmendorf Street and being all the area of said Menchaca Street between Lots 21-30, inclusive, NCB 2104 on the North and Lots 11-20, inclusive, NCB 2109 on the South; and

(4) Those portions of Albert Street (a) from the East line of North Hamilton Street to the West line of North Elmendorf Street and being all the area of said Albert Street between NCB 2110 on the North and NCB 2111 on the South and (b) from the East line of North Elmendorf Street to a line 336 feet East of and parallel with the East line of North Elmendorf Street and being all the area of said Albert Street between Lots 21-30, inclusive, NCB 2109 on the North and Lots 11-20, inclusive, NCB 2112 on the South;

be and the said portions of said streets are hereby vacated, closed and banadoned.

PASSED AND APPROVED this 15th day of June, 1940.

Maury Maverick
Mayor

Attest: H. L. Dillashaw
City Clerk.

Approved as to Form:

J. I. Kercheville
City Attorney

AN ORDINANCE (2038) *OJ-102*

ADOPTING A TENTATIVE BUDGET FOR THE EXPENDITURES EXPECTED TO BE MADE BY THE CITY DURING THE CURRENT FISCAL YEAR 1940.

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

1. That a tentative budget for the expenditures expected to be made by the City of San Antonio during the current Fiscal Year 1940, beginning the 1st day of June, 1940 and ending the 31st day of May, 1941, containing an estimate of the various amounts apportioned to each Department for services, public work, materials, supplies and expenses, estimated to be necessary therefor, is hereby adopted, in words and figures as follows:

For the Department of Public Affairs in General, the sum of	\$ 455,958.00
For the Department of Taxation, the sum of	143,000.00
For the Department of Sanitation, Parks and Public Property, the sum of	680,000.00
For the Department of Streets and Public Improvements, the sum of	394,800.00
For the Department of Fire and Police, the sum of	1,325,000.00
TOTAL BUDGET FOR ALL OF THE ABOVE	<u>\$2,998,758.00</u>

2. Be it further ordained that the sum of TWO MILLION, NINE HUNDRED NINETY-EIGHT THOUSAND, SEVEN HUNDRED AND FIFTY-EIGHT DOLLARS (\$2,998,758.00), be and the same is hereby appropriated out of the 1940 General Fund, to provide for the operating expenses of the various departments of the City for the Fiscal Year ending May 31st, 1941, as set out in Section 1.

3. PASSED AND APPROVED this 19th day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

* * * * *

AN ORDINANCE (2040) *OS-103*

PROVIDING FOR AN AUDIT OF CITY BOOKS AND CONTRACT WITH CARNEIRO,
CHUMNEY & CO.

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

1. That the ordinance creates and manifests a contract by and between the City of San Antonio and Carneiro, Chumney & Co., as follows:

2. THIS AGREEMENT, made and entered into, by and between the City of San Antonio, a municipal corporation under the Laws of the State of Texas, situated in the County of Bexar, Party of the First Part, hereinafter called "City"; and Carneiro, Chumney & Co., a partnership consisting of M. S. Carneiro and W. T. Chumney, of the County of Bexar and State of Texas, Party of the Second Part, hereinafter called "Contractor", said agreement being made under the authority of the Charter and Ordinances of the City: WITNESSETH:-

3. That the parties to these presents, each in consideration of the agreements on the part of the other, do hereby mutually covenant and agree, the City for itself and its successors, and the Contractors for themselves, their heirs, executors and administrators, as follows, to-wit:-

4. The Contractor, at his own cost and expense, shall furnish all labor, material, and accessories necessary and proper for the purpose, and, at his own cost and expense, make a detailed audit of all the Departments of the City, except the Water Works Department, for the fiscal year ending May 31, 1940. It is understood that work will begin within a reasonable time.

5. At the completion of the audit, the Contractor shall deliver to the City four copies of a written report thereon.

6. The Contractor acknowledges that he accepts the above specification of the work to be performed by him, and admits that the same is sufficient for its intended purpose, and that the work can be executed successfully and completed in accord therewith without any additional work other than such as is necessarily implied and included, and to be inferred herefrom, and that any detail that may have been omitted in the description shall be done as if the same were specifically stated, and without additional charge.

7. Should any dispute arise between the Contractor and the City, or any officer thereof, as to the manner of the performance of the whole, or any part of the work, the decision of the Auditor of the City of San Antonio shall be final and conclusive in such matter; and any doubt as to the meaning of any part of this contract shall be explained and decided conclusively, by the City Attorney.

8. That, subject only to the prices, terms and stipulations of this contract, the written estimate and certificate of the City Auditor shall be final and conclusive to fix and determine any or all amounts payable hereunder to the Contractor by the City, for which amounts such estimate of the Auditor shall be a condition precedent to the right of the Contractor to receive payment.

9. In consideration of the faithful performance of this contract by the Contractor and the completion of the work herein stipulated, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay the Contractor for such work at the rate of \$25.00 per day for Senior Accountants, and \$15.00 per day for Junior Accountants, but not to exceed a maximum of \$8,000.00.

10. The Contractor shall render a progress report on the 12th and the 28th day of each month during the course of the work showing the nature and extend of the work done, the accounts examined and the departments included, together with the number of men engaged on the work, the rate, the time and the amount for each man, and the total amount due for that period; and, on the receipt of it, confirmed by the certificate of the City Auditor, the Contractor shall be paid an amount equal to eighty-five (85%) per cent of the compensation earned during such period, computed on the per diem basis specified.

11. The Contractor shall not be paid any money in excess of the amount paid upon such estimates, unless and until each and all of the stipulations and requirements of this contract shall have been faithfully performed by the Contractor, and the final reports delivered to the City, and accepted by the City, in accord with this contract, and such completion, delivery and acceptance, evidenced by a Resolution of the Commissioners of the City of San Antonio.

12. Within thirty days after the date of the acceptance of such work, the final estimate for final settlement upon this contract shall be prepared by the Auditor and the same having been first approved by the signature of the Mayor and the Auditor, the City shall pay to the Contractor the amount of the final estimate; taking into consideration all amounts previously retained from the estimates remaining payable to the Contractor, and deducting from the amount of such final estimate and retaining, any and all sums which are to be deducted by the City, or

claim for labor furnished by any person, or which should be retained and held by the City for any reason.

13. The Contractor will comply with all laws regulating labor and relating to employers and employees, and all other things being equal the Contractor shall use and employ San Antonio labor and material.

14. IN WITNESS WHEREOF, said City of San Antonio, First Party herein, has lawfully caused these presents to be executed by the hand of Maury Maverick, 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 the said Carneiro, Chumney & Co., Contractor, Second Party, acting by the hand of W. T. Chumney, thereunto duly authorized, does now sign, execute and deliver this instrument as the contract and agreement of said Second Party.

15. PASSED AND APPROVED this 19th day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

APPROVED:

CARNEIRO, CHUMNEY & CO.

By: W. T. Chumney
A Partner.

AN ORDINANCE (2046) *OJ-104*

CREATING CONTRACT WITH CITY-COUNTY FAMILY WELFARE BUREAU

1. WHEREAS, the City of San Antonio owns 375 electric sewing machines, for which it paid over \$16,500.00 in 1937 and 1938, now located in the WPA sewing rooms in possession of the City-County Family Welfare Bureau, the sponsor of said project; and,

2. WHEREAS, the City has agreed to place and store said machines with the City-County Family Welfare Bureau for storage, maintenance, insurance, upkeep, repairs and all similar expenses, to be kept safely and used by the City-County Family Welfare Bureau in any fire-proof building which it has under lease or control for said particular Project, free of damage, loss, charge or expense to the City and so that said machines may be returned in substantially as good condition as at present; NOW, THEREFORE:-

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

3. That it is agreed by and between the City of San Antonio and the City-County Welfare Bureau, that the City of San Antonio shall pay to the City-County Family Welfare Bureau the sum of \$2370.00 for said services of storage, maintenance, insurance, upkeep repairs and all similar expenses, to May 31st, 1941.

4. It is further agreed that the City-County Family Welfare Bureau shall perform said services and return said property to the City in substantially the condition as at present less ordinary wear and tear by WPA employees only allowed to use same, and free of all the charges and expenses herein expressly mentioned, and provided that said machines shall not be rented out for private profit.

5. PASSED AND APPROVED this 20th day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

6. ACCEPTED as written this day of June, A.D. 1940.

CITY-COUNTY FAMILY WELFARE BUREAU

By _____

* * * * *

AN ORDINANCE (2047) *OJ-105*

ACCEPTING DEDICATION OF STREET CONVEYED BY THE PLAZA COMPANY AND
DESIGNATING THE SAME AS "JACK WHITE WAY."

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

1. That the dedication deed from The Plaza Company to the City of San Antonio of date May 31st, 1940, to all that certain tract or parcel of land now being used as a street running through City Blocks Nos. 118 and 986, located between South St. Mary's Street and the San Antonio River and between Villita Street and Nueva Street, more particularly described in said deed, be and the same is hereby accepted to be used as a public street and purposes incidental thereto.

2. That said street shall be known and designated hereafter on the records and maps of the City as "Jack White Way", in honor of Honorable Jack White of San Antonio, who has devoted much of his time, energy and thought to the prosperity of San Antonio and to the beautification of the San Antonio River.

3. PASSED AND APPROVED this 20th day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

* * * * *

AN ORDINANCE (2056) *OJ-106*

ACCEPTING PROPOSAL OF NATIONAL BANK OF COMMERCE, AND DESIGNATING IT AS GENERAL DEPOSITORY AND SPECIAL DEPOSITORY OF THE CITY AND AS FISCAL AGENT FOR THE CITY: AND CREATING THE CONTRACT WITH SAID BANK TO FINANCE THE CITY FOR THE FISCAL YEAR 1940.

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

1. That the proposal of National Bank of Commerce of San Antonio, dated the 20th of June, 1940 to act as depository of the City of San Antonio, all of which is more fully set out in said instrument attached hereto, marked "A", and made a part hereof for all intents and purposes as fully as if it were copied herein, be and the same is hereby accepted.

2. That said bank be and is hereby designated as general depository, and as special depository, of said City, and, upon deposit of securities approved by the City to secure the City funds, duly authorized and eligible to receive the general deposits and the special deposits of the City of San Antonio for the fiscal year beginning June 1st, 1940, and ending May 31st, 1941.

3. That said bank be and it is hereby designated as a fiscal agent for said City.

4. That the offer of the National Bank of Commerce of San Antonio, dated 20th of June, 1940, hereto attached, marked "B", and made a part hereof for all intents and purposes, as fully as if it were copied herein, subject to the conditions therein stated, to lend to the City of San Antonio for its use and anticipation of the receipts of taxes levied for the current fiscal year, and the current revenue for said fiscal year, the amounts and upon the terms stated in said offer, be and the same is hereby accepted.

5. That the said bank be and it is hereby declared to be authorized and eligible to lend money for the use of the City of San Antonio in anticipation of the receipts of taxes levied for the fiscal year, beginning June 1st, 1940, and ending May 31st, 1941, and the current revenue for said fiscal year, as authorized and provided by the Charter of said City; and all uncollected taxes and current revenues of the City of San Antonio for the fiscal year 1940, and all uncollected back taxes for previous years subject only to existing prior valid pledges of said back taxes, are hereby irrevocably pledged to secure such loans.

6. This ordinance and the attachments thereto creates and manifests the contract between the City of San Antonio and National Bank of Commerce of San Antonio, to act as depository and fiscal agent of the City of San Antonio for the current fiscal year.

7. PASSED AND APPROVED this 21st day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

AN ORDINANCE (2057) *OJ-107*

ACCEPTING PROPOSAL OF MACK INTERNATIONAL MOTOR TRUCK CORPORATION ON FIRE ENGINE PUMPERS, AND MAKING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MACK INTERNATIONAL MOTOR TRUCK CORPORATION.

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

1. That this ordinance accepts the proposal for Fire Engine Pumpers of the Mack International Motor Truck Corporation, and creates and manifests a contract by and between the City of San Antonio, a municipal corporation of the State of Texas, situated in the County of Bexar, hereinafter called "Buyer", acting by and through its Mayor, duly authorized by this ordinance, and Mack International Motor Truck Corporation, a corporation incorporated under the laws of the State of New York and licensed to do business in the State of Texas, hereinafter called "Seller", in words and figures as follows:

2. Seller hereby agrees to furnish the apparatus and equipment constituting 2 Fire Engine Pumpers, according to the specifications attached hereto and made a part hereof as though repeated verbatim herein, said apparatus being known as Mack Type 85, 1940 model Engine Pumpers, and to deliver said apparatus as provided for hereinafter. Said specifications incorporated herein are set out upon one sheet entitled "Specifications for Pumpers for the City of San Antonio" and one proposal and specification form of the Mack International Motor Truck Corporation, and it is understood that the single sheet entitled "Specifications" shall control wherever same conflicts with the booklet of specifications, except that 185 h.p. Mack Engines shall be used.

3. Seller guarantees that all material and workmanship in and about said apparatus shall comply with said specifications, and Seller guarantees the apparatus and equipment against defective material or improper workmanship, and will replace free of charge at its factory any part found to be defective in workmanship or material.

4. The said apparatus and equipment shall be delivered to Buyer f.o.b. San Antonio, Texas, on or about the 21st day of September, 1940, delays due to strikes, failure to obtain cars, materials or other causes beyond Seller's control not preventing. Any delays due to causes within the control of Seller shall not operate to excuse performance by Seller.

5. Any demonstrations shall be held solely by and under the authority and direction of Buyer.

6. Buyer purchases and agrees to pay for said apparatus and equipment on the following basis, to-wit: \$16,778.00 net within 10 days after delivery and acceptance of the apparatus by Buyer. In addition, Buyer agrees to turn over to Seller, as additional consideration, 2 used Ahrens-Fox Combination Fire Engine Pumpers, 750 gallon capacity reciprocating pumps, reserving the right to remove all extra equipment carried by said pumps. Delivery of said Ahrens-Fox Fire Engine Pumpers shall be made at present locations, removal to be at Seller's expense.

7. Seller agrees to send their Delivery Engineer to the City of San Antonio to remain as long as may be mutually agreed upon by Buyer and Seller, to install said apparatus and see that same is in proper condition prior to acceptance.

8. "Acceptance", under the terms of this ordinance, is constituted by the signing of a written statement of acceptance, furnished by the Buyer to the Seller and signed by the Commissioner of Fire and Police of the City of San Antonio, and the 10-day period above mentioned shall be counted from the date of such acceptance.

9. This ordinance further witnesses that as a guarantee of their performance, Seller has furnished a cashier's check No. 778089, dated June 17, 1940, and drawn on the First National Bank of Dallas, Texas, which cashier's check is in the possession of the City Clerk of the City of San Antonio, said guarantee to be considered liquidated damages and to remain the property of the Buyer should Seller fail to perform in accordance with this ordinance. And further to secure the faithful performance of each and every condition and requirement of this contract and in order to indemnify and save harmless the City of San Antonio from additional damages, either directly or indirectly arising out of any failure to perform same, Seller is required to execute and deliver a performance bond in the amount of \$10,000.00 within 10 days after acceptance hereof, to secure the City against the happening of the above contingencies.

10. All excise and sales taxes now or hereafter imposed by the Federal Government upon the manufacture or sale of the equipment specified herein, shall be paid by the Buyer.

11. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written or parole agreement with any officer or employee of the City, it being understood that the Charter of the Buyer requires all contracts of the Buyer to be in writing and adopted by ordinance.

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

13. PASSED AND APPROVED this 21st day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

14. The foregoing ordinance, constituting a contract with the Mack International Motor Truck Corporation, is accepted in all things by the undersigned, duly authorized to do so, this the day of June, A.D. 1940.

MACK INTERNATIONAL MOTOR TRUCK CORPORATION
By _____

ATTEST: _____

AN ORDINANCE (2067) *OJ-108*

CREATING THE STINSON FIELD FUND AS A SPECIAL FUND OF THE CITY OF SAN ANTONIO.

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

1. That there is hereby established the STINSON FIELD FUND as a Special Fund of the City of San Antonio, for receipts and disbursements on account of the Stinson Field Airport of the City of San Antonio, and all monies received by the City of San Antonio through the operation of said Stinson Field shall be deposited in said Special Fund, and all expenditures to be made on account of said Stinson Field shall be disbursed from said Special Fund.

2. PASSED AND APPROVED this 25th day of June A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

* * * * *

AN ORDINANCE (2077) *OS-109*

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 RECEIPT NO. 1 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. 20, 21 and 22 attached to Ordinance dated May 21, 1940, Receipts Nos. 24 to 27, inclusive, attached to Ordinance dated June 14, 1940 and attached Receipts Nos. 28 and 29, 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 Receipt No. 1 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 27th day of June, 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

* * * * *

AN ORDINANCE (2083) *OJ-110*

CREATING, APPROVING, CONSTITUTING AND MANIFESTING THE CONTRACT AND AGREEMENT BY AND BETWEEN NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, AND THE CITY OF SAN ANTONIO, TEXAS, FOR THE FINANCING OF THE CITY IN ANTICIPATION OF TAX COLLECTIONS, AND MAKING LOANS TO THE CITY FOR THE FISCAL AND TAX YEAR OF THE CITY JUNE 1ST, 1940 TO AND INCLUDING MAY 31ST, 1941, SAID BANK BEING HEREIN DESIGNATED THE BANK AND CITY OF SAN ANTONIO BEING HEREIN DESIGNATED THE CITY.

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

1. This ordinance evidences, manifests and creates the contract and agreement by and between the City and the Bank for the borrowing of money by the City and the loaning of money by the Bank to the City for the use of and by the City in anticipation of the receipts and collections of taxes assessed and levied and to be assessed and levied for the current fiscal and tax year beginning as of June 1st, 1940, and ending May 31st, 1941, and pledging, transferring and assigning to the Bank, for the purpose of better securing the payment of all such said loans and advances by it made to the City, of current revenues of and for the current fiscal and tax year and delinquent taxes in the amounts and upon the terms herein stated.
2. The money borrowed by the City hereunder shall be advanced by the Bank from time to time, and to be evidenced by notes duly and properly executed as provided by the City Charter, payable to BEARER at the National Bank of Commerce in San Antonio, Bexar County, Texas, maturing and to be payable on or before June 30th, 1941, with the privilege of making partial payments at any time in sums and amounts of not less than Ten Thousand Dollars (\$10,000.00), and all of such said notes shall be in form and terms acceptable and satisfactory to the Bank; such notes shall be for the amounts of the respective loans and advances when and as made by the Bank and so dated.
3. Interest shall be charged and by the City paid on all such said loans from the date and time made at the rate of Two and 67/100 per cent (2.67%) per annum, calculated and to be paid monthly as same accrues, and providing that all past due principal and interest shall bear interest from date due until paid at the rate of six per cent (6%) per annum, payable monthly as it accrues, and providing for the payment of five per cent (5%) additional on the amount of principal and interest unpaid, as attorney's fees, if placed in the hands of attorneys for collection after maturity, or collected through judicial proceedings of any kind.
4. The City does now and hereby PLEDGE WITH AND TRANSFER AND ASSIGN to the Bank and the holder and holders of such said notes, in proportion to the amounts thereof by them respectively held, the Taxes, Receipts for Taxes, all Tax Moneys collected, and all of the current Revenues, of every kind and character, of the City for the fiscal and tax year beginning June 1st, 1940, and ending May 31st, 1941 and also all uncollected Back Taxes, that is

Delinquent Taxes, for all previous years, subject only to presently existing prior and valid pledges, liens or claims against same, and the notes so given, executed and delivered by the City to the Bank to cover and evidence such said loans and advances shall be, constitute and be secured by the first lien upon such said Taxes, Receipts for Taxes, all Tax Moneys collected and all of the Current Revenues, of every kind and character, of the City of San Antonio for said fiscal and tax year, and upon and as to all Delinquent Taxes for all previous years subject only, as to Delinquent Taxes, to presently existing prior and valid pledges, liens or claims against such Delinquent Taxes; and all delinquent unpaid taxes for the current fiscal and tax year, at the end thereof, shall continue to be and so deemed and considered, and now and here so declared, current revenues for the present current fiscal and tax year; all notes and obligations of the City given and executed to evidence the loans and advances made hereunder to the City are and shall be at all times, as to and for the respective funds and purposes, concurrently and equally secured hereby, in the ratio and proportion of the respective amounts of same to the total amount of outstanding loans and advances made and to be made hereunder.

5. The loans and advances to be made by the Bank to the City shall be for the following purposes, for the following months and in the following amounts, to-wit:

<u>MONTH</u>	<u>GENERAL FUND</u>	<u>LIBRARY FUND</u>	<u>PENSION FUND</u>
June, 1940	\$250,000.00	\$6,000.00	\$39,000.00
July, 1940	350,000.00	5,000.00	as needed.
August, 1940	250,000.00	6,000.00	
September, 1940	250,000.00	5,000.00	
October, 1940	250,000.00	6,000.00	
November, 1940	250,000.00	5,000.00	
December, 1940	250,000.00	6,000.00	
January, 1941	250,000.00	5,000.00	
February, 1941	250,000.00	6,000.00	
March, 1941	250,000.00	6,000.00	
April, 1941	250,000.00	6,000.00	
May, 1941	248,758.00	6,000.00	

subject always hoever to the right and option of the Bank to cease and decline to make further loans and advances to the City upon the conditions and contingencies as hereinafter set forth; said sums and amounts so agreed to be loaned and advanced by the Bank (subject to the cessation of rights and options hereinafter provided) fully cover the tentative budget as approved and adopted by the City for the current fiscal and tax year, in that the major costs and expenses for the operation of the City's affairs for the month of June, 1940, have been paid; provided however that the amount of the loans and advances for General Fund purposes shall not exceed seventy-five per cent (75%) of the estimated full payment collections, based upon the General Fund tax rate fixed and to be fixed for the current and fiscal tax year as applied to the assessed Taxable valuations for said year, plus estimated collections, as may be determined by the Bank, of all other revenues for General Fund purposes; and in no event shall the total aggregate loans for General Fund purposes for the current fiscal and tax year exceed \$2,998,758.00, the amount of the tentative budget; but the respective taxes for the respective funds and purposes shall be liable for and used ONLY in the payment of the money borrowed for and to be applied to the respective purposes.

6. The Bank shall be under no obligation to lend or advance during any calendar month any amount in excess of the amount above specified for such month, but may so do if it so agrees, and if it does so do the excess for any month or months shall and must be absorbed and equalized within the next two succeeding months unless the Bank otherwise so agrees in writing; and it is also provided that if the City should borrow during any calendar month or months less than the amount or amounts specified for that month or those months, then and in that event it may borrow the amount of such deficiency during any future month or months of said current fiscal and tax year.

7. The City agrees to and shall, within thirty (30) days after being so requested by the Bank, finally approve the Tax Rolls, and fix and determine the Tax Rate for General Fund Purposes based thereupon, at such an amount and rate as and so that seventy-five per cent (75%) collection of the total taxes for General Fund purposes thus evidenced and determined for the current fiscal and tax year will fully pay off and discharge all of the loans and advances, and interest thereon, so herein agreed to be made to the City by the Bank for General Fund purposes, and shall also fix and determine the Library Fund Rate at three cents (3¢) per Hundred Dollar valuation, and the Pension Fund Rate at two cents (2¢) per Hundred Dollar valuation and, failing so to do, the Bank shall at its option stand and be released from any obligation to make further loans and advances to the City hereunder.

8. If the City during any calendar month of the current fiscal and tax year should incur any expenses, assumption or obligations payable and to be paid out of the receipts of and from taxes and other current revenues of the City for said fiscal year, or out of said pledged back taxes, in excess of the amounts hereinabove specified, for each respective month, without first having the written consent of the Bank so to do, then and in that event the Bank shall at its option stand and be released from any obligation to make further loans and advances to the City hereunder.

9. If the City should default in the payment of any installment of the principal or of the interest on any of said notes when due, during the current fiscal and tax year, then and in that event the Bank shall at its option stand and be released from any obligation to make any further loans or advances to the City hereunder.

10. In case any check or voucher drawn by the City, or its authority, during the current fiscal and tax year, upon its depository, approved by the City Auditor, is presented to the depository for payment and the depository is in doubt as to the regularity or validity of such check or voucher, and the City nevertheless insists upon and urges the payment thereof by the depository, then and in such event the Bank shall at its option stand and be released from any obligation to make any further loans or advances to the City hereunder; but, if any such check or voucher is paid by the Bank, the City shall nevertheless be bound and obligated thereby.

11. The delay of the Bank in the exercise of any or all of its options and privileges, above set forth, to cease making other or further loans and advances to the City shall not constitute, and shall not be or be deemed or considered a waiver of the Bank's right to exercise such said option or options, but same may be by said Bank availed of and exercised at any time during such default or defaults by and upon the part of the City, and in the event such said options or either of them should be exercised and availed of by the Bank, all of the securities and pledges herein and hereby given to the Bank shall be, continue and remain in full force and effect for the purpose of better securing, and until the full and final payment of all indebtedness by and upon the part of the City to the Bank, with interest thereon.

12. The said National Bank of Commerce of San Antonio, Texas, having been legally selected, elected and designated as the General Depository and Special Depository and Fiscal Agent of the City of San Antonio, Texas, for the current fiscal and tax year beginning as of June 1st, 1940, and ending May 31st, 1941, in lieu of a bond desires and has elected to and is hereby authorized to pledge and deposit with the Governing Body of the City of San Antonio, for the purpose of better securing the payment of and accounting for City funds and moneys, SECURITIES of the following or kindred kind, to be approved by the City, in an amount in value at all times at least equal to the amount of the City funds and moneys on deposit in said depository bank, viz:

United States Bonds, of any issue;

Certificates of Indebtedness of the United States;

Treasury Notes and Certificates of the United States and other evidences of indebtedness of the United States, or which are fully guaranteed, both as to principal and interest, by the United States;

Bonds of the State of Texas and/or of any County, City, Town, Independent School District, Common School District or other School Districts in the State of Texas;

Bonds issued under the Federal Farm Loan Act;

Road District Bonds, or Bonds or other evidences of indebtedness issued by the Board of Regents of the University of Texas;

Notes or Bonds, or other evidences of indebtedness, secured by mortgages on improved real estate;

Debentures issued and insured by the Federal Housing Administrator of the United States Government;

Bank Acceptances of Banks having a capital stock of not less than Five Hundred Thousand (\$500,000.00) Dollars;

Bonds issued by Municipal Corporations in Texas and/or Notes and Bonds of the City of San Antonio;

and the City of San Antonio may accept such said securities by it approved in lieu of personal or surety bonds, and such said securities so placed and pledged with the City by the Bank shall be deposited in such Bank, banks or trust company as may be by the Governing Body of the City selected and chosen, but such said securities shall be under the dual access of the City and the Bank, that is same shall and must be placed and deposited in safe or safe deposit box having dual combination or dual lock, so that and to the end that neither the City of San Antonio nor the National Bank of Commerce can enter or open such safe or safe deposit box without the presence and co-operation of the other, or its proper and duly authorized representative.

Whenever the securities pledged and placed with the City by the depository Bank, to better secure the payment of and accounting for city funds and moneys, shall be in excess of the amount required under the provisions of this said Ordinance and contract, the Governing Body of the City shall permit the release of and turn over and deliver to the Bank such excess in value of required securities; and when and if the city funds and moneys deposited with such depository bank shall increase or be increased to a sum and amount beyond and above the amount of the value as agreed upon of the securities pledged, said depository bank shall promptly and IMMEDIATELY pledge and place additional securities with the City, so that and to the end that the total securities pledged shall at not time be of a less value than the total amount of the City funds and moneys on deposit with such said depository bank; the City, acting by and through its Governing Body, SHALL DETERMINE AT ALL TIMES the value, severally and in the aggregate, of such said and all securities pledged and deposited hereunder, and its decisions shall be final and binding on such depository unless the said Governing Body has acted in an arbitrary, discriminatory and unfair manner, in which event or claim by and upon the part of the depository, the City and the Depository shall each select one of the principal officers of any bank in the City of San Antonio as and to act as arbitrators and, if said arbitrators prefer or desire, they shall be authorized to select a principal officer of some other bank in San Antonio to act as arbitrator, and the conclusion and decision of such arbitrators shall be final, conclusive and binding on the City and the depository Bank as to the value of such said securities in question.

The right of substitution of securities shall be and is hereby given and granted to the depository, provided that the securities to be substituted meet with the requirements and are of the kind and character hereinabove specified, and are approved by the Governing Body of the City of San Antonio. All maturing interest paid, and maturing interest coupons or other evidences of interest, shall when due be turned over and delivered to said depository provided at all times that the remaining securities shall at least equal in value the amount of the funds and moneys of the City then deposited with said depository.

The Governing Body of the City shall, at any time it may deem necessary for the protection of the City, investigate the value of any or all of the securities that may be pledged and deposited by such depository Bank, and such Governing Body may require such depository Bank, if deemed advisable, to place and deposit additional or other securities, and if such said additional securities required by the Governing Body of the City, for any or whatever reason herein specified, assuming such request not to be arbitrary, discriminatory or unfair, be not placed and deposited with the City within five (5) days from the date and time of the service of copy of such order upon or request to said depository, the Governing Body of the City may proceed to select another depository in the same manner as provided in the selection of a depository at the regular time of such selection, but this clause and provision shall be subject to the right of arbitration by and upon the part of the depository as hereinabove provided.

13. The City shall have no right to require or demand that the Bank make any loans or advances of money hereunder unless and until the City properly and lawfully adopts its tentative budget for the current fiscal and tax year, and not then if the amount of the tentative budget adopted exceeds said sums and amounts which the Bank proposes to lend and advance to the City for General Fund purposes.

14. In case the City should fail, neglect or refuse to comply with any of the terms provisions and/or obligations by and upon its part to be done and performed, then and in that event the National Bank of Commerce of San Antonio at its option shall stand and be released from any obligation to advance or make further loans or advances to the City of San Antonio hereunder.

15. The City shall pay reasonable attorney's fees of the Bank's attorney not to exceed Five Hundred Dollars (\$500.00) for services and advice re this matter.

16. PASSED AND APPROVED this 28th day of June, A.D. 1940.

Maury Maverick
Mayor.

ATTEST: H. L. Dillashaw
City Clerk.

17. IN WITNESS WHEREOF, the National Bank of Commerce of San Antonio has caused these presents to be approved and signed by its _____ President, thereunto duly authorized, and its corporate seal hereunto affixed, this the 28th day of June, A.D. 1940.

NATIONAL BANK OF COMMERCE OF
SAN ANTONIO, TEXAS

By J. K. Beretta
President.

ATTEST: S. R. Knight
Cashier.

AN ORDINANCE (2087) *OJ-111*

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$39,000.00 FROM THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO PAY CURRENT EXPENSES IN THE MATTER OF THE FIREMEN, POLICEMEN AND FIRE ALARM OPERATORS' PENSION FUND.

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

1. That the City of San Antonio is authorized to borrow from the National Bank of Commerce of San Antonio, Texas, \$39,000.00, or so much thereof as may be needed, to pay that part of the current expenses for the fiscal year beginning June 1st, 1940 and ending May 31st, 1941, which represents the obligations of the City for the payments of benefits stipulated under the terms of an Ordinance creating a Special Fund to aid the disbursements of the Board of Firemen, Policemen and Fire Alarm Operators' Pension Fund Trustees, passed and approved on the 1st day of July, A.D. 1939; which sum does not exceed the estimated income of said City for said fiscal year for said purpose.

2. As evidence of said loan 39 promissory notes of the City of San Antonio shall be executed and which notes shall be drawn and executed as stipulated by the Charter and Ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, which notes shall be numbered consecutively from 1 to 39, both inclusive, and shall be for the sum of \$1,000.00 each, aggregating the sum of \$39,000.00, and shall bear interest at the rate of 2.67 per cent per annum from date until maturity, interest to be paid only on money actually advanced on said notes and only from the dates of the advancement to the dates of payment, which notes shall be signed by the Mayor, countersigned by the City Auditor and by the City Treasurer, and attested by the City Clerk, and the corporate seal of the City shall be applied thereto, and said notes shall bear interest after maturity at the rate of 6 per cent per annum. All advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than June 30th, 1941, with privilege of prepayment prior to maturity and the aggregate amount of the warrants, notes or other obligations outstanding at any one time shall not exceed the unpledged current revenue of the Firemen, Policemen and Fire Alarm Operators' Pension Fund remaining uncollected for such current fiscal year, and said warrants and/or notes shall constitute a first lien upon all revenue arising from the special tax levied and collected to create such fund for the current fiscal year, and all uncollected back taxes arising from the special taxes levied for this purpose for previous years, subject only to existing prior pledges of said back taxes, are hereby irrevocably pledged, transferred and assigned for the payment of said advancements, and said warrants and/or notes and all interest thereon shall be paid from said current income, before such revenues may be lawfully appropriated for any other purpose.

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

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

"No. _____ \$1,000.00

UNITED STATES OF AMERICA
THE STATE OF TEXAS
COUNTY OF BEXAR

CITY OF SAN ANTONIO PENSION FUND NOTE
FISCAL YEAR JUNE 1, 1940 TO MAY 31, 1941.

The City of San Antonio, a municipal corporation, in the County of Bexar,
State of Texas, acting herein through and by its duly authorized and empowered