

(c) When a permit is applied for, applicant shall pay ratably the amount of the permit fee, based on the remaining part of the year to expire on the next succeeding May 31st. A copy of said permit shall be supplied for each auto-wrecker operated thereunder, and shall be carried at all times in such vehicle.

(d) The said License and Dues Collector shall, on receipt of such application, inspection certificate and permit fee, issue such applicant a permit to expire on the next succeeding May 31st. The permit shall be renewed annually.

(e) The annual permit fee for each auto-wrecker vehicle shall be charged in order to defray a part of the expense of inspection, issuance of permits and expense of regulation under this ordinance.

SECTION 10: A permit shall be revoked by the Judge of the Corporation Court of the City, at any time after a hearing thereon, and without remitting the unused portion of said permit fee, when proven to him by satisfactory evidence that an auto-wrecker has been operated in a negligent, careless and wreckless manner so as to endanger public safety or property; or upon proof of three convictions for violation of traffic laws of the State of Texas or ordinances of the City by said permit holder, or his employee, in which such auto-wreckers, or any of them, were involved; or upon satisfactory proof to said Court that any permit holder hereunder, his agent or employee, has paid any sum of money or given anything of value to any member of the Police Department, in exchange for any reports of automobile collisions.

SECTION 11: After a wrecker permit has been cancelled, the holder of such cancelled permit shall not be allowed to make application for another permit until the expiration of three (3) months from the date of cancellation.

SECTION 12: Any permit holder under this ordinance may appeal from any action, ruling or decision of said License and Dues Collector, or said Chief of the Police Department, to the Commissioners of the City, by filing an appeal in writing, stating the nature of his grievance, and said Commissioners, in council, shall hear and act upon said appeal as they may deem fit and proper.

SECTION 13: It shall be a violation of this ordinance for any licensed auto-wrecker operator to have in his place of business, or for any auto-wrecker to be equipped with, any radio set capable of receiving any broadcasts on the frequency of 2482 kilocycles.

SECTION 14: No permit or license, or renewal thereof, authorizing the operation of any auto-wrecker on the streets of the City, shall ever be issued if any delinquent taxes are due the City upon any auto-wrecker for which such permit or license, or renewal thereof, is sought, or if the owner thereof has failed to render same for ad valorem taxation.

SECTION 15: Every auto-wrecker shall have painted on the door of said auto-wrecker the name of the owner or the trade name under which the owner operates, together with the owner's telephone number, and the auto-wrecker number, and further, PROVIDED, that the number of the auto-wrecker and the telephone number of the owner shall be painted upon the rear of all such vehicles. All lettering mentioned in this paragraph shall be not less than two and one-half (2½) inches in height, and not less than five-sixteenths (5/16) inch stroke.

SECTION 16: If any section or provisions of any section of this ordinance shall be held to be void, ineffective or unconstitutional, the holding of any such section or provision of any section to be void, ineffective or unconstitutional for any cause whatsoever shall not affect the validity of the remaining sections and provisions of this ordinance.

SECTION 17: All ordinances or parts of ordinances of the City, in conflict herewith shall be and are hereby repealed.

SECTION 18: Any person violating any of the provisions of this ordinance shall be deemed

guilty of a misdemeanor, and upon conviction thereof, shall be fined not to exceed \$200.00, and each day such violation continues, shall constitute a separate offense.

SECTION 19: WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Board of Commissioners, it shall be effective from and after the date of its passage, as made and provided by the Charter of the City of San Antonio.

PASSED AND APPROVED this 26th day of February, A.D. 1942.

C. K. QUIN

M A Y O R.

ATTEST:

Jas. Simpson
City Clerk

* * *
AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared THORTON HALL, who being by me duly sworn, says on oath that he is SECRETARY of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio in the State and County aforesaid, and that the ordinance hereto attached has been published in every issued of said newspaper on the following days, to-wit:

February 27, 28, and March 2, 3, 4, 5, 6, 7, 9 and 10, 1942.

THORTON HALL

Sworn to and subscribed before me this 25th day of March, 1942.

W. A. DRUCE
Notary Public in and for Bexar County, Texas.

* * *
AN ORDINANCE (1016)

05-377

LEVYING AN ADVALOREM AND OCCUPATION TAX FOR THE SUPPORT OF THE CITY GOVERNMENT IN THE CITY OF SAN ANTONIO, AND LEVYING A TAX TO PAY INTEREST ON THE BONDED DEBT OF SAID CITY AND TO CREATE A SINKING FUND THEREFOR, AND A SPECIAL TAX FOR THE SUPPORT OF THE CARNEGIE LIBRARY IN SAID CITY, ALL SAID TAXES BEING LEVIED FOR THE FISCAL YEAR BEGINNING JUNE 1, 1941 AND ENDING MAY 31, 1942.

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

Section 1: That there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, for general purposes on all property, real, personal and mixed, within the corporate limits of the City of San Antonio, not otherwise exempt by the Constitution and Laws of the State of Texas an ad valorem tax of \$1.25 on every One Hundred Dollars (\$100.00) valuation.

Section 2: That there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, on all property, real, personal and mixed, within the corporate limits of the City of San Antonio, not exempt by the Constitution and Laws of the State of Texas, on every One Hundred Dollars (\$100.00) valuation, for the payment of interest on bonds and for creating a sinking fund for payment of bonds as they mature, of the several bond issues hereinafter set out in tabular form and described by date of issuance, name of issuance and original amount thereof, the following special taxes, aggregating \$0.57 for said interest and sinking fund purposes, to-wit:

A special tax per \$100.00 valuation of:	Issue	Date	Original Amount
\$0.027265	Street Paving	Sept. 1-1913	\$1,500,000
0.014789	Sanitary Sewers	"	800,000
0.000298	Sidewalk & Curbing	"	25,000
0.002865	Police & Fire Stations	"	175,000
0.006554	St. Opening & Widening	"	375,000
0.001406	Bridges	"	100,000
0.005051	Storm Sewers & Drains	"	300,000
0.002193	Hospital	"	125,000
0.000595	Incinerators	"	50,000
0.019377	St. Paving & Storm Sewer	Sept. 1-1919	900,000
0.011370	Sanitary Sewer	"	500,000
0.000988	Sidewalk & Curbing	"	50,000
0.003273	Fire & Police Buildings	"	150,000
0.021028	St. Opening & Widening	"	950,000
0.004389	Bridges	"	200,000
0.002558	Incinerators	"	100,000
0.010589	Auditorium Building	"	500,000
0.004353	Park Improvement	"	200,000
0.004340	River Improvements	"	200,000
0.004340	Market House Annex	"	200,000
0.002371	Park Improvement	Jan. 1-1924	100,000
0.010780	St. Paving & Markers	"	450,000
0.002385	Sanitary Sewer	"	100,000
0.002399	Fire & Police Stations	"	100,000
0.005940	St. Opening & Widening	"	250,000
0.002399	Bridges	"	100,000
0.005940	Storm Sewers & Drains	"	250,000
0.069282	Flood Prevention	"	2,800,000
0.004815	Auditorium Building	"	200,000
0.009679	St. Opening & Widening	Jan. 1-1926	400,000
0.002459	Bridges	"	100,000
0.004903	Auditorium Building	"	200,000
0.005766	Street Paving	"	250,000
0.000999	Storm & Sanitary Sewer	"	50,000
0.001616	Hospital Building	Jan. 1-1927	50,000
0.006597	City Hall Building	"	250,000
0.003796	Incinerators	"	150,000
0.018849	Storm & Sanitary Sewers	"	750,000
0.007956	Street Paving	"	300,000
0.006552	Bridges	"	250,000
0.023038	St. Opening & Widening	"	900,000
0.003752	Park Improvement	"	150,000
0.003494	Fire & Police Building	"	125,000
0.002150	Auditorium Building	"	75,000
0.015071	Flood Prevention	"	600,000
0.031237	Sewer Disp. & Sanitary Sewer	Aug. 1-1928	1,250,000
0.017241	St. Opening & Widening	"	600,000
0.018948	Street Paving	"	750,000
0.010592	Flood Prevention & Storm Sewers	"	500,000
0.004010	Bridges	"	150,000
0.007856	Police & Fire Buildings	"	300,000
0.009900	Park Improvements	"	400,000
0.012835	Library Buildings	"	500,000
0.006255	Exposition Park	"	250,000
0.001823	Governor's Palace	"	55,000
0.029110	Funding Gen. Fund Indebtedness	July 15-1931	1,000,000
0.003482	Sewer Construction	Jan. 1-1936	100,000
0.004309	Street Improvement	"	127,500
0.000813	River Improvement	"	25,000
0.000775	Bridges	"	25,000
0.000308	Airport Improvement	"	7,500
0.002214	Park Improvement	"	65,000
0.003517	A-Fire Station 2 Building	July 1-1937	100,000
0.002111	B-Police & Fire Stations	"	60,000
0.000595	C-Health Building	"	112,000
0.000841	D-Stinson Field	"	30,000
0.000841	J-Bridge Construction	"	30,000
0.001471	K-Street Improvement	"	45,000
0.001513	L-Sewer Construction	July 1-1937	48,000
0.009107	Funding Bonds - Series 1940	Feb. 1-1940	172,000
0.015053	Airport	Feb. 1-1941	550,000
0.002099	Water Imp. Dist. No. 3		87,000
0.000844	Water Imp. Dist. No. 6		34,000
0.000691	Water Imp. Dist. No. 7		29,000
<u>\$0.57</u>			<u>\$2,652,500</u>

Section 3: That to provide for the support and maintenance of the Carnegie Library in said City, there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, a special tax of \$0.04 on every One Hundred Dollars (\$100.00) valuation on all property mentioned in Section 1 hereof.

Section 4: That there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, upon every person, firm or corporation or association of persons pur-

suing any occupation, half of the State Tax imposed upon each such occupation, subject to such restrictions and limitations as may be imposed by the laws of the State of Texas and Ordinances of the City of San Antonio.

Section 5: EMERGENCY. WHEREAS, an emergency is apparent for the immediate preservation of public peace, health and safety, to-wit: to preserve the financial and borrowing credit of the City, to secure funds for maintaining the necessary functions of government, and pay the debts of the City, that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Board of Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio, Texas; and it is so ordered.

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

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

AN ORDINANCE (1017)

05-378
LEVYING SPECIAL TAXES FOR THE PAYMENT OF INTEREST ON AND TO CREATE A SINKING FUND FOR THE ULTIMATE PAYMENT OF CERTAIN ISSUES OF BONDS, ISSUED ON THE CREDITS OF IMPROVEMENT DISTRICTS NO. 4, 7, 8, 12 AND 15, IN THE CITY OF SAN ANTONIO, TEXAS, FOR THE FISCAL YEAR BEGINNING JUNE 1, 1941 AND ENDING MAY 31, 1942.

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

Section 1: That to provide for the payment of the interest on a certain issue of bonds in the sum of \$76,000, dated October 1, 1937, issued on the credit of Improvement District No. 4, as authorized by an ordinance passed and approved on August 27, 1937 in accordance with Sections 54 and 55 of the Charter of the City of San Antonio and to create a Sinking Fund for the payment thereof as they severally mature there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, a special tax of Twelve Cents (\$0.12) on the One Hundred Dollars (\$100.00) valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and Laws of this State, and situated in what is known as said Improvement District No. 4, in the City of San Antonio, as same has been defined by ordinance of the City Council of said City.

Section 2. That to provide for the payment of the interest on a certain issue of bonds in the sum of \$45,000, issued on the credit of Improvement District No. 7, as authorized at a special election held in said Improvement District on the 15th day of July, 1908, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a Sinking Fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, a special tax of Four Cents (\$0.04) on the One Hundred Dollars (\$100.00) valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and Laws of this State, and situated in what is known as said Improvement District No. 7, in the City of San Antonio, as the same has been defined by ordinance of the City Council of said City.

Section 3: That to provide for the payment of the interest on a certain issue of bonds in the sum of \$75,000 issued on the credit of Improvement District No. 8, as authorized at a special election held in said Improvement District on the 14th day of March, 1905, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a Sinking Fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, a special tax of Three Cents (\$0.03) on the One Hundred Dollars (\$100.00) valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution

and Laws of this State, and situated in what is known as said Improvement District No. 8, in the City of San Antonio, as the same has been defined by ordinance of the City Council of said City.

Section 4: That to provide for the payment of the interest on a certain issue of bonds in the sum of \$5,000, issued on the credit of Improvement District No. 12, as authorized at a special election held in said Improvement District on the 17th day of September, 1909, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a Sinking Fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, a special tax of Four Cents (\$0.04) on the One Hundred Dollars (\$100.00) valuation on all property, real, personal and mixed, not otherwise exempted at the Constitution and Laws of this State, situated in what is known as Improvement District No. 12, in the City of San Antonio, as the same has been defined by ordinance of the City Council of said City.

Section 5: That to provide for the payment of the interest on a certain issue of bonds in the sum of \$75,000, issued on the credit of Improvement District No. 15, as authorized at a special election held in said Improvement District on the 25th day of October, 1938, in accordance with Section 54 of the Charter of the City of San Antonio, and to create a Sinking Fund for the ultimate payment thereof, there is hereby levied for the fiscal year beginning June 1, 1941 and ending May 31, 1942, a special tax of Two Cents (\$0.02) on the One Hundred Dollars (\$100.00) valuation on all property, real, personal and mixed, not otherwise exempted by the Constitution and Laws of this State, and situated in what is known as Improvement District No. 15, in the City of San Antonio, as the same has been defined by ordinance of the Board of Commissioners of said City.

Section 6: EMERGENCY. WHEREAS, an emergency is apparent for the immediate preservation of public peace, health and safety, to-wit: to preserve the financial and borrowing credit of the City, to secure funds for maintaining the necessary functions of government, and pay the debts of the City, that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Board of Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio, Texas; and it is so ordered.

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

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

* * *

05-379

AN ORDINANCE (922)

PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT BOUNDARY LINES OF THE CITY OF SAN ANTONIO

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:- *Revised Noting*
Ch. # 75

1. That the following described land and territory lying adjacent to the City of San Antonio be and the same is hereby added and annexed to the City of San Antonio, and that said territory hereinafter described shall hereafter be included within the boundary limits of the City of San Antonio; and the present boundary limits of said City, at the various points contiguous to the area hereinafter described are altered and amended so as to include said area within the corporate limits of the City of San Antonio, to-wit: In the County of Bexar and State of Texas, and being more particularly described as follows:-

Revised Ord. # 75-

Beginning at the east property line of Buckeye Avenue and the south property line of Alhambra Avenue, being a corner in the present north City Limits line;

Thence eastward along the said north City Limits line to an intersection with the west line of Neer Avenue (formerly Calaveras Street);

Thence northward along said west line of Neer Avenue to an intersection with the north line of El Monte Street;

Thence westward along said north line of El Monte Street to an intersection with the east line of Buckeye Avenue, said point being a corner in the north City Limits line;

Thence southward along said east line of Buckeye Avenue, also being the City Limits line, to the place of beginning:

Being Blocks 176 and 183 of County Block Four Thousand Sixty (4060).

2. That the above described additional territory and area so annexed shall be a part of the City of San Antonio and the property so added therein shall bear its pro rata part of the taxes levied by the City of San Antonio, and the inhabitants thereof shall be entitled to all the rights and privileges of the other citizens of the City of San Antonio and shall be bound by the acts, ordinances, resolutions and regulations of the City of San Antonio.

3. That the City of San Antonio shall become liable and bound for the payment of all legal indebtedness, or pro rata part thereof, owing by said area, territory or district for which the City is justly and legally liable upon annexation to the City.

4. The City Engineer shall change the records of his office to conform to the new bounds and limits of the City of San Antonio.

5. The City Tax Assessor shall change the records of his office to conform to the new bounds and limits and shall proceed to assess taxes and collect taxes on the property included in the new bounds and limits as now provided by the Charter and ordinances of the City of San Antonio.

6. All ordinances of said City shall apply to the persons and property included within said annexed area to the City of San Antonio as hereinabove specified.

7. That this ordinance shall be published and passed in the manner provided in Section 2, paragraph 2, of the Charter of the City of San Antonio.

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

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: February 2, 1942.

Sworn to and subscribed before me this February 4, 1942. Thornton Hall

W. A. Druce
Notary Public in and for Bexar County, Texas

05-380 AN ORDINANCE (1018)

ADOPTING A FINAL BUDGET FOR THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1941

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

1. The public hearing on the budget filed with the City Clerk as required by law, for the expenditures of the City of San Antonio during the current fiscal year, having been held on July 3rd, 1941 and continued to July 7th, 1941, at the time and place and after due notice had been given as provided by law: and, after hearing and considering the said budget, at the conclusion of said hearing, the budget for the 1941 General Fund, as prepared by the Mayor, was acted upon, adopted and approved by the Board of Commissioners of the City of San Antonio by ordinance passed and approved on the 7th day of July, 1941, which budget for the General Fund was prepared to show as definitely as possible each of the various projects for which appropriations were set up, the estimated amount of money carried for each of said projects, the financial statement of the City, the funds received from all sources during the previous year, the estimated revenue available for the budget and the rate of tax required.

2. The final budget of all expenditures of the City of San Antonio during the current fiscal year 1941, beginning the 1st of June, 1941 and ending the 31st day of May, 1942, and containing the various amounts to be appropriated for all purposes, is in words and figures as follows:

For the Department of Public Affairs in General, the sum of	\$	421,000.00	
For the Department of Taxation, the sum of		116,000.00	
For the Department of Sanitation, Parks & Public Property, the sum of		668,000.00	
For the Department of Streets & Public Improvements, the sum of		398,000.00	
For the Department of Fire & Police, the sum of		1,316,000.00	
Police Emergency Guards		6,000.00	
Parking Meter Expense		<u>25,000.00</u>	
			\$2,950,000.00
Library Special Fund			75,000.00
Police & Firemen's Pension Fund			144,000.00
Interest & Sinking Funds			1,212,792.50
Water Improvement District No. 3			7,640.00
Water Improvement District No. 6			2,720.00
Water Improvement District No. 7			2,350.00
Improvements District Sinking Funds:			
No. 2		500.00	
No. 4		7,300.00	
No. 7		543.00	
No. 8		350.00	
No. 12		395.36	
No. 15		<u>3,537.50</u>	
			<u>12,625.86</u>
TOTAL			\$4,407,128.36

3. The Board of Commissioners in their judgment find that the budget prepared by the Mayor and filed with the City Clerk, which is made a part of this ordinance by direct reference, is warranted by the law and is demanded for the best interest of the taxpayers, and by this act it is approved finally, and taxes shall be levied and expenditures of the funds of the City shall be made in compliance with the adopted budget.

4. WHEREAS, an emergency is apparent for the immediate preservation of public peace,

health and safety, to-wit: to preserve the financial and borrowing credit of the City to secure funds for maintaining the necessary functions of government, and pay the debts of the City, that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by vote of four-fifths (4/5) of the Board of Commissioners, it shall be effective from and after the date of its passage, as made and provided by the Charter of the City of San Antonio, Texas, and it is so ordered.

5. PASSED AND APPROVED this 6th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson
City Clerk

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:-

COUNTY OF BEXAR

That the City of San Antonio, a municipal corporation, in Bexar County, Texas, acting herein by and through its duly elected, qualified and acting Mayor, C. K. Quin, hereinafter styled Lessor, for and in consideration of the payment to is of the sum of Thirty-Five Dollars (\$35.00), in lawful money of the United States, does hereby lease and demise unto Norman Dumble, of Bexar County, Texas, hereinafter styled Lessee, the lawful use of the following described real estate situated in Bexar County, Texas, to-wit:

Beginning at the intersection of the east property line of the San Pedro Creek and the south property line of Sonora Street, within the city limits of the City of San Antonio, Bexar County, Texas, for the northeast corner of this tract;

Thence southward along said east property line of the San Pedro Creek to an intersection with the north property line of Furnish Avenue for a corner of this tract;

Thence in a southeasterly direction along the north property line of Furnish Avenue 62.43 feet to the south east corner of Lot 18, New City Block 3127;

Thence with an angle to the right of 90° 00', 40.0 feet to a point in the south property line of Furnish Avenue, being the northeast corner of Lot 42, New City Block 3127;

Thence in a northwesterly direction along said south property line of Furnish Avenue, 41.0 feet to an intersection with the east property line of the San Pedro Creek;

Thence southward along said east property line of the San Pedro Creek to an Intersection with the south property line of New City Block 3127 for the southeast corner of this tract;

Thence in a northwesterly direction along the extended south property line of New City Block 3127, 23.0 feet to a point in the high bank of the San Pedro Creek, for the southwest corner of this tract;

Thence following along said high bank of the San Pedro Creek in a northerly direction approximately parallel to the east line of said San Pedro Creek, being 17.0 feet west at the south property line of Furnish Avenue, 12.0 feet west at the north property line of Furnish Avenue, 10.0 feet west at the north property line of New City Block 3127 and 10.0 feet west at the south property line of Sonora Street, which point is the northwest corner of this tract;

Thence eastward along the extended south property line of Sonora Street 10.0 feet to the place of beginning.

This lease to be effective from the date of the execution of this least contract until and expiring at midnight, May 31st, 1943, the above mentioned amount of rental to cover the full term of this lease.

This lease contract, however, is made by and on behalf of the Lessor with the Lessee subject to the following terms and conditions, to-wit:

1. That during the term of this lease or any renewals or extensions thereof, the Lessee shall not, either for himself or any other person, permit the construction of or placing of any obstruction upon any part of the above described real estate which construction or obstruction would in any manner interfere with, retard, divert or change the natural and ordinary flow or drainage of water in the San Pedro Creek or on or across the above described real estate.

2. The Lessee further covenants and agrees that he will not assign this lease, nor sub-

let the whole or any part of the real estate above described, nor make or allow to be made any unlawful, improper or offensive use thereof, and it shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and that the Lessee herein will, at the expiration of the term of this lease, peaceably yield up unto Lessor all and singular the real estate herein leased in reasonably as good condition as said real estate was in at the time of the commencement of this lease, ordinary use, wear and tear and acts of God alone excepted.

3. And it is further covenanted and agreed that this lease contract is not subject to renewal by the holding over of the real estate above described in any manner, voluntarily or involuntarily, and that this lease will full and completely expire upon the date hereinabove set out, and any holding over or acceptance of any rentals thereunder shall never be construed as any extension or renewal of this lease contract.

4. And it is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions and provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said lease had expired, and Lessor herein shall thereupon be entitled to immediate possession of the real estate herein leased without any further notice.

5. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fees and all costs of court that may be incurred as a result of such legal proceedings.

6. And it is further covenanted and agreed that should the Lessor herein desire to sell and dispose of the real estate hereinabove described, or make some use thereof inconsistent or antagonistic to the Lessee's rights under this lease contract, then and in such event the Lessor is hereby given the right to cancel and terminate this lease prior to the expiration date thereof by giving written notice to Lessee herein ten (10) days before the cancellation of this lease is to become effective, by depositing written notice to such effect in the United States mails addressed to the last known mailing address of Lessee, and by tendering back to Lessee the pro rata part of the rental previously paid by Lessee.

IN TESTIMONY of the agreement of both parties hereto, this agreement of lease has been signed in duplicate, at San Antonio, Bexar County, Texas, this the 19th day of February, A.D. 1942, the Lessor herein acting by and through its duly elected, qualified and acting Mayor, O. K. Quin, and attested by its City Clerk with its corporate seal attached, and the Lessee herein having signed same for himself.

CITY OF SAN ANTONIO,

BY /s/ C. K. Quin Mayor

ATTEST:

/s/ Jas. Simpson

City Clerk

/s/ Norman Dumble
Norman Dumble
Lessee.

* * *

05-381

AN ORDINANCE (1034)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH SPILLMAN AND SPILLMAN, ARCHITECTS, OF SAN ANTONIO, TEXAS, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE REMODELLING OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER.

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 Beverly W. Spillman and Beverly W. Spillman, Jr., a partnership doing business under the name and style of Spillman and Spillman, Architects of San Antonio, Texas, for architectural services to be rendered in relation to the remodeling project of the old Alamo National Bank Building located on the southwest corner of West Commerce and South Presa Streets, in the City of San Antonio, Bexar County, Texas, for use as City-County Public Health Center, at a total fee of not to exceed \$5,144.05. The said fee to be paid from the Federal Grant in accordance with Public Defense Application dated March 12th, A.D. 1942.

2. PASSED AND APPROVED this 12th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

05-382

AN ORDINANCE (1033)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO, TEXAS, TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT PURCHASE AND REMODELLING PROJECT OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER

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 Application for Federal Assistance for Grant to Federal Works Agency - Public Works Administration of the United States Government for Government purchase and remodeling project of the old Alamo National Bank Building located on the southwest corner of West Commerce and South Presa Streets, in the City of San Antonio, Bexar County, Texas, for use as City-County Public Health Center, and all other instruments in connection therewith.

2. That this Application is in lieu of and supersedes Applications heretofore made to the Federal Works Agency - Public Works Administration of the United States Government, being Applications filed under Docket Tex41-376 and Docket Tex41-349, being for additional City Health Department facilities and Venereal Disease Quarantine Hospital, respectively.

3. PASSED AND APPROVED this 12th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

05-383

AN ORDINANCE (1035)

AUTHORIZING THE EMPLOYMENT OF SPILLMAN & SPILLMAN, ARCHITECTS, OF SAN ANTONIO, TEXAS, FOR PREPARATION OF PRELIMINARY PLANS AND SPECIFICATIONS TO BE USED IN APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR PURCHASE AND REMODELLING OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER

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

1. That the City of San Antonio does hereby employ Spillman & Spillman, Architects, of San Antonio, Texas, to perform all preliminary architectural services necessary for the preparation of preliminary plans and specifications to be used in the Application for Federal Assistance for Grant, to the Federal Works Agency - Public Works Administration of the United States Government, for the purchase and remodelling of the old Alamo National Bank Building located on the southwest corner of West Commerce and South Presa Streets, in the City of San Antonio, Bexar County, Texas, for use as City-County Public Health Center, and all other instruments necessary in connection therewith.

2. That the sum of \$600.00, to be paid said Architects by the City of San Antonio, the same to be refunded to the City of San Antonio in the event the Application for Grant is approved and work performed under same, said refund to be made from the first payment on fee received by said Architects under said Grant.

3. PASSED AND APPROVED this 12th day of March, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

05-384

AN ORDINANCE (1036)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE AGREEMENT OF LEASE WITH FROST NATIONAL BANK, OF SAN ANTONIO, COVERING PROPERTY AT 115 BROADWAY

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 Agreement of Lease with Frost National Bank, of San Antonio, leasing from said Frost National Bank, of San Antonio, property at 115 Broadway, in the City of San Antonio, Bexar County, Texas, at a monthly rental of \$200.00 per month, on a month to month basis beginning on the 10th day of March, 1942, payable in advance on the 10th day of each month; said lease to be terminated at any time by either party by giving to the other party a written notice 15 days in advance of the date that said lease is to terminate and said premises are to be vacated; said premises to be used for the purpose of conducting a Service Bureau by the Works Project Administration.

2. PASSED AND APPROVED this 12th day of March, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

THE STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT OF LEASE, MADE AND ENTERED into on this the 9th day of March, 1942, between the Frost National Bank, of San Antonio, Bexar County, Texas, hereinafter styled Party of the First Part, and the City of San Antonio, of Bexar County, Texas, hereinafter styled Party of the Second Part, WITNESSETH:

1st: That the Party of the First Part has this day leased to the Party of the Second Part, in the Present condition thereof, certain premises in the City of San Antonio, Bexar County, Texas, now known as 115 Broadway, for a period of one month beginning on the tenth day of March, 1942, and it is understood that this lease is to continue on a month to month basis during the occupancy of the above premises by the City of San Antonio, the rental for which

is \$200.00 per month payable in advance on the tenth day of each and every month during occupancy by the Party of the Second Part. It is understood and agreed that this lease can be terminated at any time by either Party, for any reason whatsoever by giving to the other Party a written notice 15 days in advance of the date that said lease is to terminate and said premises are to be vacated.

2nd. It is agreed that if the Party of the First Part employs an attorney to collect any rent after default is made hereon, that thereupon ten percent (10%) is hereby added to the rents to be collected hereunder.

3rd. It is understood and agreed, that the above premises are rented for the purpose of conducting a Service Bureau by the Works Project Administration, and the Party of the Second Part agrees to take good care of said building and premises and to keep them, as far as possible, free from danger of fire, in clean condition and free from any nuisance, and in connection therewith to take care of said premises in compliance with any and all ordinances of the City of San Antonio now in effect or hereafter passed.

4th. Should there at any time be any default in the payment of rent, or the failure to comply with any of the covenants herein contained, then it shall be lawful for the Party of the First Part to declare this contract cancelled and terminated, and to re-enter said premises and remove all persons therefrom, this without prejudice to any legal remedies that may be used for the collection of rent, all and every claim for damages for or by said re-entry being hereby expressly waived.

5th. The Party of the Second Part is not to sublet said premises, or any part thereof, without written permission from the Party of the First Part.

6th. At the expiration or termination of this lease for any cause, Party of the Second Part agrees to surrender said premises in as good state and condition as a reasonable use and wear thereof will permit.

7th. In case of fire, damage, by the elements, or other similar casualty, if the premises are damaged or destroyed so as to be unfit for occupancy, this lease shall be terminated, rent cease, and the Party of the First Part shall be entitled to immediate possession; but if the damage is slight, and may be repaired within a reasonable time, said repairs shall be made by the Party of the First Part at once, and the premises placed in as good condition as before the fire or damage occurred, and in that case, the lease shall continue in full force and effect, except that rent shall cease while the premises are untenable, and until they are made tenantable by the Party of the First Part, to whom the Party of the Second Part shall extend every facility for making repairs, except that said premises may be so damaged that the Party of the Second Part can continue to conduct his business, and in that event no rent shall cease while repairs are being made.

8th. Said premises shall not be used for any unlawful purpose, under pain of forfeiture of this lease.

9th. It is also agreed that any and all improvements made by the Party of the Second Part shall belong to the Party of the First Part at the expiration of the term of this lease, unless otherwise agreed upon in writing by the Parties hereto.

10th. All improvements and repairs of any ordinary nature shall be done by and at the expense of the Party of the Second Part, and no improvements, repairs or alterations shall be made without the consent of the Party of the First Part.

11th. No signs shall be allowed on the walls or roof or awning except those approved by the Party of the First Part.

12th. The Party of the First Part shall have the right to enter said premises at any rea-

sonable hour for the purpose of receiving rents, making improvements thereon, or inspecting the premises thereof.

13th. It is also agreed that the Party of the Second Part will secure and pay for himself any light, gas, water, etc., he may desire to use upon said premises; and it is understood that the Party of the Second Part will not be responsible for breakage of water pipes outside of the property line.

WITNESS OUR HANDS this the 9th day of March, 1942.

FROST NATIONAL BANK,

/s/ J. H. Frost, President
PARTY OF THE FIRST PART

CITY OF SAN ANTONIO,

/s/ C. K. Quin
PARTY OF THE SECOND PART

* * *

05-385

AN ORDINANCE (1037)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE RE-LEASE IN FAVOR OF THE GRAND LODGE OF THE ORDER OF THE SONS OF HERMANN, IN THE STATE OF TEXAS.

1. WHEREAS, on the 6th day of April, A.D. 1931, the Commissioners of the City of San Antonio passed and approved a Resolution by the terms of which Resolution it was resolved that a public necessity existed for the construction of permanent sidewalks on certain public streets therein mentioned, including East Travis Street, in the City of San Antonio, Texas, and ordering that same is improved and levying Special Assessment upon Lots A-2 and A-3, in New City Block 552; and,

2. WHEREAS, Fred Lehr, of Bexar County, Texas, constructed as required sidewalk along the north side of said East Travis Street on said Lots A-2 and A-3, in said City Block 552, on or about June 6th, 1935, at the request of the owner of said lots, the Grand Lodge of the Order of the Sons of Hermann in the State of Texas, and full and final payment was made to the said Fred Lehr for the work performed, as shown by release executed by him hereto attached and made a part hereof; and,

3. WHEREAS, the Grand Lodge of the Order of the Sons of Hermann of the State of Texas are now selling said property, commonly known as Turned Hall property, to the United States of America, and in the opinion of the Attorney General of the United States a release is demanded of the City of San Antonio as said original Resolution was placed of record in Volume 1241 on page 183 of the Deed Records of Bexar County, Texas, and casts a cloud upon the title; NOW, THEREFORE:-

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

4. That the Mayor of the City of San Antonio is hereby authorized and directed to execute to the Grand Lodge of the Order of the Sons of Hermann of the State of Texas, a release of all claims and liens arising on account of the aforesaid Resolution.

5. PASSED AND APPROVED this the 12th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

* * *

05-386

AN ORDINANCE (1038)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE AGREEMENT OF LEASE WITH H. L. ROBBINS COVERING 14.45 ACRES OF LAND ON SALADO CREEK, KNOWN AS CITY INCINERATOR PROPERTY

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 Agreement of Lease with H. L. Robbins, leasing to said H. L. Robbins 14.45 acres of land on the Salado Creek, known as the City Incinerator Property, in Bexar County, Texas, together with the improvements thereon, at a monthly rental of \$32.00 per month, payable on the 1st day of each month, and said lease being for a period beginning March 1st, 1942 and ending May 31st, 1943.

2. PASSED AND APPROVED this the 12th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

05-387

AN ORDINANCE (1039)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE CONTRACT WITH ARTHUR P. VELTMAN FOR THE COMPILATION AND DELIVERY OF A DELINQUENT TAX RECORD OF THE CITY OF SAN ANTONIO AND THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, COVERING ALL UNREDEEMED AND UNCANCELLED TAXES ON REAL ESTATE AND PERSONAL PROPERTY DUE SAID CITY AND SCHOOL DISTRICT FOR THE YEARS 1919 TO 1940, INCLUSIVE, EXCEPTING TAXES DUE ON AUTOMOBILES, AND THE PERSONAL PROPERTY DELINQUENT TAX RECORDS FROM 1919 TO 1936, INCLUSIVE.

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 contract with Arthur P. Veltman for the compilation and delivery of a delinquent tax record of the City of San Antonio and the San Antonio Independent School District, covering all unredeemed and uncanceled taxes on real estate and personal property due said City and School District for the years 1919 to 1940, inclusive, excepting taxes due on automobiles, and the personal property delinquent tax records from 1919 to 1936, inclusive; the maximum consideration to be paid under said contract not to exceed Ten Thousand Dollars (\$10,000.00).

2. PASSED AND APPROVED this 12th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

05-388

AN ORDINANCE (1032)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF", PASSED AND APPROVED JANUARY 13TH, 1913, BY AMENDING SECTION 2 THEREOF BY ADDING A NEW SECTION TO BE KNOWN AS SECTION 2-A

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

1. That Section 2 of an Ordinance, entitled "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF", passed and approved on January 13th, A.D. 1913, be, and the same is hereby amended so that there shall be added to said Section 2 a new section to be known as Section 2-A, reading as follows:

SECTION 2-A. SUSPENSION OF CODE PROVISIONS: For the duration of the present state of war between the United States of America and Germany, Italy and Japan, or until this ordinance be sooner repealed, building permits as now required by the ordinances of this City may be granted for Defense Housing construction although the drawings and specifications therefor do not conform to the requirements of the Building Code insofar as said Code relates to the use of

critical materials, as listed and set forth in the Defense Housing Critical List of the War Production Board of the United States Government effective February 24th, 1942, and subsequent amendments thereto and revisions thereof. All applications for permits must be accompanied by Preference Certificates and Priority Numbers issued by the War Projection Board".

2. WHEREAS, an emergency is apparent for the immediate preservation or order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Commissioners, it shall be effectrive from and after the date of its passage as made and provided by the Charter of the City of San Antonio..

3. PASSED AND APPROVED this the 16th day of March, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared THORTON HALL who being by me duly sworn, says on oath that he is one of the SECRETARY of the SAN ANTONIO EVENING NEWS, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the Ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: March 19, 20, 21, 23, 24, 25, 26, 27, 28, 30.

THORTON HALL

Sworn to and subscribed before me this 2nd day of April , 1942.

W. A. Druce
Notary Public in & for Bexar County, Tex.

* * *

05-389

AN ORDINANCE (1054)

ACCEPTING PROPOSAL OF THE FREDERICKSBURG ROAD INVESTMENT COMPANY TO LEASE TO THE CITY OF SAN ANTONIO, FREE OF RENTAL, VACANT LOT ON WHICH TO ERECT A SHELTER IN CONNECTION WITH CIVILIAN DEFENSE PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE LEASE

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

1. That the proposal of the Fredericksburg Road Investment Company, copy of which is attached hereto, dated March 16th, 1942, to lease to the City of San Antonio Lots 16, 17, 18, 19 and the West 15 feet of Lot 20, in New City Block 1929, free of rental, to be used by the City as a site for buildings in connection with Civilian Defense Program, be and the Same is hereby accepted.

2. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute lease covering the lease of this property, in accordance with the attached proposal.

3. PASSED AND APPROVED this 19th day of March, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

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05-390

AN ORDINANCE (1055)

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF", PASSED AND APPROVED JANUARY 13TH, 1913, BY AMENDING SECTION 2 THEREOF BY ADDING A NEW SECTION TO BE KNOWN AS SECTION 2-B.

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE TO REGULATE THE CONSTRUCTION, ALTERATION, MAINTENANCE, REPAIR AND REMOVAL OF BUILDINGS WITHIN THE CITY OF SAN ANTONIO, AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF", passed and approved on January 13th, A.D. 1913, be, and the same is hereby amended so that there shall be added to said Section 2 a new section to be known as Section 2-B, reading as follows:

"SECTION 2-B. SUSPENSION OF CODE PROVISIONS: For the duration of the present state of war between the United States of America, and Germany, Italy and Japan, or until this ordinance be sooner repealed, building permits as now required by the ordinances of this City may be granted for a project, building or the operation of a plant for manufacture of machines, goods, materials or other articles necessary to carry on the war in the opinion of the War Production Board where construction, repairs or alterations are required so as to conform to the requirements of the Priorities Division of the War Production Board, and this is to be evidenced by Preference Rating Certificates by the War Production Board covering such Defense project or industry. All applications for permits must be accompanied by Preference Rating Certificates with the ratings as established by the War Production Board. Any manufacturing plant operating on government contract without Preference Rating Certificate but evidenced by an Army or Navy contract likewise comes under this provision. In no event shall any permit be issued lowering the requirements of the National Board of Fire Underwriters' Building Code".

2. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of four-fifths (4/5) of the Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this the 19th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared THORTON HALL who being by me duly sworn, says on oath that he is SECRETARY of the SAN ANTONIO EVENING NEWS, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the Ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: March 20, 21, 23, 24, 25, 26, 27, 28, 30, and 31

THORTON HALL

Sworn to and subscribed before me this 2nd day of April, 1942.

W. A. Druce
Notary Public in & for Bexar County, Texas

05-391

AGREEMENT BETWEEN CITY OF SAN ANTONIO AND ARTHUR P. VELTMAN

THE STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT made and entered into this the 12th day of March, A.D. 1942, 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 Arthur P. Veltman, of the County of Bexar, 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:-

1. 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 Contractor for himself, his heirs, executors and administrators, as follows, to-wit:-

2. The Contractor at his own cost and expense, shall furnish all equipment and labor necessary and proper for the compilation and delivery of a delinquent tax record of the City of San Antonio and the San Antonio Independent School District covering all unredeemed and uncanceled taxes on real estate and personal property due the City and the San Antonio Independent School District for the years 1919 to 1940, inclusive, excepting taxes due on automobiles not listed with other real or personal property, and the personal property delinquent tax records from 1919 to 1936, inclusive. The City agrees to furnish all necessary and proper stationery, printing, binders and index tabs used in such compilation.

3. It is agreed and understood that the data from which said record is to be compiled shall be taken from the present delinquent tax records of the real property books covering the years 1919 to 1936, inclusive, and from the current tax receipt books for the years 1937 to 1940, inclusive. The personal property assessments from 1937 to 1940, inclusive, when not assessed with real property, shall be made up and listed in alphabetical order as directed by the Commissioner of Taxation.

4. It is further understood and agreed that any discrepancy found in the present records, with relation to the official plats in the Tax Assessor's Office shall be harmonized to conform with said plats.

5. It is agreed and understood that the said delinquent tax record shall be compiled and include all delinquents as of June 1st, 1942, and shall carry all credits (collections and cancellations received and made after this date) posted to the date of submission of same to the Tax Commissioner of the City for his approval.

6. The Contractor further agrees that all items of delinquency shall be cross-added and balanced after same have been taken off, and that the record, when written, shall again be cross-added and balanced.

7. It is further understood and agreed that all bulk assessments shall be broken down, and each tract or parcel of land shall be carried out separately. The improvements on said tracts or parcels of land shall be shown on the tracts or parcels on which they are located. Taxes on vacant lots, or any other lots with improvements, shall be re-calculated on their separate values, and such items shall be shown on the record in numerical order. In breaking down and making the separation herein mentioned, the total taxes so segregated shall be balanced with the total amount of taxes remaining delinquent at that time.

8. The Contractor further agrees to make a recapitulation of all taxes shown on said delinquent tax record prepared by him as of date of completion of all work, and same shall be compiled and made a part of said record.

9. It is further agreed and understood that the work on the 1919 to 1939 delinquent taxes shall be commenced immediately after the execution of this contract, and shall continue without

unnecessary delay in a workmanlike manner until the record is completed. The work on the 1940 delinquencies shall commence as soon as the delinquent list for that year is available. The entire record shall be completed for all years contracted for herein and submitted to the Tax Commissioner of the City for his approval within six (6) months from the date hereof.

10. The consideration to be paid to the Contractor for the compilation of this record, and the full performance and compliance of all provisions of this contract by him, is a sum equal to Five Cents (\$.05) per written line of such record, and the City hereby agrees and obligates itself to make such payment in semi-monthly installments of Six Hundred and Twenty-five Dollars (\$625.00) each, and said payments to be made on the first and fifteenth day of each month commencing April 1st, 1942, with a maximum amount to be paid of Ten Thousand Dollars (\$10,000.00)

11. Should any dispute arise between the Contractor and the City, or any officer thereof, as to the manner or the performance of the whole, or any part of the work, the decision of the Commissioner of Taxation of the City 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.

12. The Contractor shall not assign, transfer, convey or sub-let this contract, or any part thereof, without the consent of the City endorsed hereon in writing, and the Contractor shall not assign any of the moneys, or any other consideration, to become due and payable by the City under this contract.

13. The Contractor agrees to execute, with good sureties and deliver to the City, a bond in the sum of Ten Thousand Dollars (\$10,000.00), such as will be approved by the Mayor, conditioned that the Contractor will faithfully do the work and perform and comply with the conditions and stipulations of this contract, according to their tenor and purpose, all of which appears from said bond attached hereto and made a part hereof.

14. IN WITNESS WHEREOF, said City of San Antonio, First Party herein, 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 hereunto affixed, and this instrument attested by the City Clerk; and the said Arthur P. Veltman, Contractor, Second Party herein, has signed these presents as his binding contract and agreement.

15. SIGNED, SEALED AND DELIVERED at San Antonio, Texas, this the 12th day of March, A.D. 1942.

CITY OF SAN ANTONIO,

By /s/ C. K. Quin Mayor,
First Party

ATTEST:

/s/ Jas. Simpson

City Clerk.

/s/ Arthur P. Veltman
Second Party

The bond of the United States Fidelity and Guaranty Company is attached to the original copy of this agreement and filed in the office of the City Clerk of the City of San Antonio.

05-392 * * *
LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND H. L. ROBBINS

THE STATE OF TEXAS,
COUNTY OF BEXAR.

1. THIS CONTRACT Made and entered into by and between the City of San Antonio, a municipal corporation, in Bexar County, Texas, acting herein by and through its duly elected, qualified and acting Mayor, C. K. Quin, hereinafter styled Lessor, and H. L. Robbins, of Bexar County, Texas, hereinafter styled Lessee, WITNESSETH:-

2. The Lessor leases to the Lessee for the period beginning March 1st, A.D. 1942 and ending May 31st, A.D. 1943, the following described tracts or parcels of land, situate in the

County of Bexar and State of Texas, to-wit:

TRACT 1:

A triangular tract of land near the Salado Creek containing five (5) acres, taken from the east side of a triangular tract of land on the Salado Creek of about 17.8 acres purchased by John J. Stevens on August 25th, 1915, from the Missouri, Kansas, and Texas Railway Company of Texas, as per deed recorded in Bexar County records in Volume 467, pages 320 and 321; said land herein conveyed being described by meets and bounds as follows:

Beginning at a point in the south line of Binz-Engelman Road 938 feet west from the point where the south line of Binz-Engelman Road intersects with the northwesterly right-of-way of the Missouri, Kansas and Texas Railway Company of Texas, as shown on plat now on file in the office of the City Engineer of the City of San Antonio, recorded in City Engineer's Record Book No. 6, page 69. Thence in an easterly direction along said south line of Binz-Engelman Road, a distance of 938 feet to the northwest line of the right-of-way of the Missouri, Kansas and Texas Railway Company of Texas. Thence in a southwesterly direction along the said right-of-way of the Missouri, Kansas and Texas Railway Company of Texas, a distance of 787 feet. Thence in a northwesterly direction with a straight line, a distance of 592 feet to the point of beginning.

TRACT 2:

A tract of land containing 9.45 acres of land described more particularly as follows:

Beginning at a point on the north side of the Binz-Engelman Road in the center of Salado Creek, from which a pecan tree four feet in diameter bears S. 53 $\frac{1}{2}$ E. 86 $\frac{1}{2}$ feet, and a pecan tree four feet in diameter bears S 30 $\frac{1}{2}$ E. 70.7 feet; thence with the north side of the Binz-Engelman Road S 89 degrees 40 minutes East, 1424 feet to the right-of-way fence of the Missouri, Kansas and Texas Railway Company of Texas, said point being a cedar post 91 feet from the center of said railroad tract; thence with the right-of-way fence N 57 $\frac{1}{2}$ E. 594.3 feet to a stake at a cedar post for the N.E. corner of this tract, said cedar post being 91 feet from the center of the railway tract; thence N. 89 degrees 40 minutes West, 1427 feet to a point in the center of the Salado Creek; thence down said creek S 57 degrees, 21 minutes West, 591.9 feet to the place of beginning.

The two foregoing tracts of land being known as the City Incinerator property on the Salado Creek in Bexar County, Texas.

3. That the rental to be paid by Lessee to Lessor shall be Thirty-two Dollars (\$32.00) per month, the first installment being due and payable on March 1st, A.D. 1942, and a like installment on the 1st day of each and every month thereafter up to and including May 1st, A.D. 1943. All rentals shall be payable to Lessor at the Office of the License and Dues Collector of the City of San Antonio, in the City Hall, San Antonio, Texas. Any holdover by the Lessee shall create a tenancy from month to month subject to all other conditions in this contract imposed upon the Lessee.

4. The Lessee acknowledges that the premises have been examined by him, and same are suitable for which they are leased, and he takes same as it is.

5. Lessee further covenants and agrees that he will not assign this lease, nor make or allow to be made any unlawful, improper or offensive use thereof, but Lessee is hereby allowed to sub-rent any one or more of the houses located on said land, subject, however, to all terms and conditions of this lease agreement.

6. Lessee further agrees that he will prevent waste and take good care of the buildings and improvements on the aforesaid land, and keep them from danger of fire, from filth and from any nuisance, and will make all repairs or alterations needed at his own expense.

7. The premises are herein leased for residential purposes, and for that purpose only.

8. It shall be lawful for the Lessor at any reasonable time to enter into and upon the real estate above described to examine the condition thereof, and the Lessee herein will, at the expiration of this lease, peaceably yield up unto Lessor all and singular the real estate leased together with the improvements thereon in a reasonably good and clean condition, excepting, however, the usual wear and use and providential destruction, and loss by fire not resulting from any fault or negligence of Lessee or the family, agents or servants of Lessee

or his tenants.

9. And it is further covenanted and agreed that this lease contract is not subject to a renewal by the holding over of the real estate above described in any manner, voluntarily or involuntarily, and that this lease will fully and completely expire upon the date hereinabove set out, being May 31st, A.D. 1943, and any holding over or acceptance of any rentals thereunder shall never be construed as an extension or renewal of this lease contract.

10. It is further covenanted and agreed that should the Lessee herein in any manner fail or refuse to abide by the terms, conditions and provisions of this lease contract, that such failure shall, at the option of the Lessor, immediately cancel this lease and all rights thereunder as fully and completely as though the entire term of said lease had expired, and Lessor herein shall thereupon shall be entitled to immediate possession of the real estate herein leased together with all improvements thereon without any further notice.

11. And it is further covenanted and agreed by Lessee herein that should this lease be for any reason cancelled or terminated before the full term thereof has expired, or should, after the full expiration of the term of this lease, the Lessor be compelled in any manner to bring any form of proceedings in any court or courts as a result of such cancellation or termination, then Lessee herein agrees that he will pay a reasonable attorney's fees and all costs of court that may be incurred as a result of such legal proceedings.

12. The failure of the Lessor to enforce any covenant, or condition, by reason of its breach by the Lessee, shall not waive, or void, the right of the Lessor to enforce the same agreement or condition on the occasion of any subsequent breach or default.

IN WITNESS WHEREOF, Lessor has caused this instrument to be signed, in duplicate, by its duly authorized Mayor, C. K. Quin, with its corporate seal thereto affixed, and Lessee has signed this instrument, in duplicate, this the 1st day of March, A.D. 1942.

CITY OF SAN ANTONIO,

By /s/ C. K. Quin Mayor
Lessor

ATTEST:

/s/ Jas. Simpson
City Clerk

H. L. Robbins
Lessee

05-393
* * *
LEASE CONTRACT ON PARK CONCESSIONS BETWEEN CITY OF SAN ANTONIO AND
HAROLD WINTERS

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

KNOW ALL MEN BY THESE PRESENTS:--

1. That this instrument in writing witnesseth a permit for the privilege as hereinafter specified between the City of San Antonio, acting herein by its Mayor, duly authorized by an Ordinance passed and approved by the Commissioners, and the undersigned Licensee, Harold Winters, of the County of Bexar and State of Texas, to-wit:-

2. That the City grants to the Licensee for a term beginning December 1, 1941 and ending May 31, 1943, the privileges and the concessions for the use, as follows:-

BRACKENRIDGE PARK:

3. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, peanuts and popcorn, novelties and souvenirs; the privilege of renting boats; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this

condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee. The sale of beer at all times is expressly forbidden in Brackenridge Parke.

SAN PEDRO PARK:

4. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the dressing rooms when the bathers furnish their own suits and/or towels; except that the City Reserves the right to grant the use, privilege and concession on Labor Day and the Sunday immediately preceding Labor Day; for three days, including the 16th of September; and the 5th, 6th and 7th days of May, of each year, to the organizations which control the celebrations of these occasions.

CONCEPCION PARK: (MISSION PUMPING STATION)

5. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels.

ELMENDORF LAKE:

6. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels.

MUNICIPAL GOLF LINKS CLUBHOUSE:

7. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; and the conduct of a restaurant. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee.

LINCOLN PARK:

8. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; except that the City reserves the right to grant the use, privilege and concessions on two days, including the 19th of June of each year, to the organization which controls the celebration of this occasion.

ROOSEVELT PARK: (LAMBERT PARK)

9. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or towels.

KOEHLER PARK:

10. The exclusive sale of ice cream, soft drinks, novelties and souvenirs; beer shall be sold in accordance with the stipulations and restrictions contained in the deed of Koehler Park to the City; candy, cigars, cigarettes, tobacco, lunches, peanuts and popcorn; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the swimming pool or the use of the dressing rooms when the bathers furnish their own suits and/or

towels; packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to the Licensee.

MEXICAN VILLAGE:

11. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee.

OPEN AIR THEATRE:

12. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn. Packages containing edible commodities, and especially peanuts, popcorn, fritos and candies, shall bear the legend "Feeding Animals Forbidden"; and the vendors shall operate with the City employees to prevent feeding the animals in the Zoo; and the continued violation of this condition to an extent which the governing body of the City shall find detrimental to the health and safety of the animals, will be cause for the cancellation of this particular concession by the City after 15 days' notice in writing to Licensee.

RIVERSIDE PARK:

13. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; and the conduct of a restaurant.

WOODLAWN LAKE PARK:

14. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn; the privilege of renting rowboats; the privilege of renting bathing suits and towels; but no charge shall be made for the use of the dressing rooms when the bathers furnish their own suits and/or towels.

OLMOS BASIN:

15. The exclusive sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and popcorn and picnic supplies.

16. The sale of beer and alcoholic beverages under this contract, except on special permission by the City, shall be prohibited in all of the parks of the City of San Antonio except Koehler Park.

17. The City may exclude and/or prohibit the placing of any objectionable advertising matter within the parks and places listed herein.

18. Products manufactured in San Antonio shall receive preference, the price and quality being equal to the products manufactured elsewhere. The Licensee shall not permit substitution or misrepresentation of products.

19. No intoxicating liquors shall be sold, given, consumed or stored by the Licensee; no indecent or obscene pictures of any kind shall be exhibited, sold or given; the Licensee shall conduct the concession in a quiet orderly manner and he shall permit no loud, boisterous or vulgar language at or near said places; no lewd women shall be permitted to work or loiter ar-

ound said places; and no gambling games, lottery, punch boards or slot machines shall be exhibited or stored by the Licensee.

20. The prices charged for things sold shall at all times be reasonable, and not exorbitant, and comparable with prices charged for the same articles at similar places in the City.

21. Should it be found or determined at any time that any of the rights, privileges and concessions herein granted to the Licensee, are in conflict with any restrictions, requirements or limitations contained in the deed, dedication, or grant of the realty herein described, under which the title, or use of said places has been vested in the City of San Antonio or dedicated to the public; then, and in that event, the rights herein granted shall be cancelled automatically as to that portion of this contract granting the privileges, rights and concession, in conflict with any such limitations; it being the intention of the Commissioners of the City of San Antonio and the Licensee herein to comply with, and not in any manner violate, all of the stipulations in any of the grants, deeds, or dedications of any of said parks. In the event that the Licensee is stopped or hindered by the exercise of the police power of the City, by any injunctions, either by the City or any other person, for the time that the Licensee is stopped thereby the lease money herein provided shall be suspended, which suspension of lease money shall be full and complete accord and satisfaction for any damage claimed or to be claimed by the Licensee. In all places where the right is given to rent bathing suits and towels, same shall be rented at a place or at places situated conveniently to the checking stands and bath houses.

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

23. Nothing herein shall operate in any manner to prevent the City of San Antonio and the legal custodian of said parks from permitting performances, displays, tournaments, pageants, amusements or sports for the benefit of the public. The City shall have the right to withdraw or cancel any concession or privilege herein granted.

24. The closing hours as to the businesses of the Licensee and/or his sub-tenants in said parks and places shall be regulated as follows:

In the summer (March through October) not later than 12 o'clock P.M.;

In the winter (November through February) not later than 10 o'clock P.M.

Said closing hours may be extended on special occasions provided special permission is given by the Commissioner of Parks, Sanitation and Public Property.

25. Licensee agrees to pay the City of San Antonio the sum of \$5,075.00 per year for each year of the contract, or a total of \$5,075.00. The schedule of payments shall be as follows:-

December	1, 1941	\$200.00
January	1, 1942	200.00
February	1, 1942	200.00
March	1, 1942	250.00
April	1, 1942	250.00
May	1, 1942	425.00
June	1, 1942	425.00
July	1, 1942	425.00
August	1, 1942	425.00
September	1, 1942	425.00
October	1, 1942	425.00 450.00.
November	1, 1942	200.00
December	1, 1942	200.00
January	1, 1943	200.00
February	1, 1943	200.00
March	1, 1943	200.00
April	1, 1943	200.00
May	1, 1943	200.00

26. The failure on the part of the Licensee to pay any installment of rent when due as specified, shall, at the option of the City, mature all other installments of rent, and in such event the City may proceed to collect the unpaid portion of the consideration for this

contract, in the same manner as if the full time had expired.

27. The City of San Antonio reserves a special contract lien upon all property put in any of said places by the Licensee, or put in any of said places by a sub-tenant of the Licensee, to secure the full and final payment to the City of San Antonio of the stipulated amount of this contract.

28. 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.

29. The Licensee and his tenants shall file with the City Inventory Clerk a certified description of all personal property placed on the premises herein described, and the Licensee shall not remove any of such personal property as long as the Licensee or a sub-tenant is indebted to the City of San Antonio in any amount; and, in the event of the removal of any of said property, the Licensee or his sub-tenant shall notify in writing the City Inventory Clerk of such removal.

30. The Licensee shall have the right to sub-let any of the concessions herein granted; under the express stipulation that such concessions shall not be sub-let to any person, either natural or artificial, objectionable at any time to the Commissioners of the City of San Antonio, but the sub-letting of any privilege shall not relieve the Licensee from liabilities for the payment of the dues stipulated in this contract.

31. The Licensee shall pay for all electricity, gas and water used by him in his establishments.

32. The Licensee has the right to use the building and equipment of the City, now being used for concessions in the places herein mentioned, but the Licensee shall furnish all other buildings, equipment, accessories and personnel for the conduct of his business, which personal property may be removed at the termination of this license, if there be no claim by the City against the Licensee, his heirs or assigns.

33. The Licensee shall have the right to erect and occupy such buildings necessary for the conduct of the business; but the buildings shall be located at sites designated by the Commissioners of the City and the buildings and appurtenances shall be erected, maintained and used in strict accordance with the Ordinances of the City and regulations promulgated by its authorized officers. Any and all buildings so erected shall be and become the property of the City of San Antonio, without payment, cost or reimbursement to the Licensee and/or his sub-tenants, unless otherwise agreed to in writing and by ordinance duly passed.

34. The restaurant concession in the Club House at the Brackenridge Park Golf Links is also granted, but same must be conducted and operated at any and at all times with the policies and principles of the City of San Antonio, governing this Golf Links and Club House.

35. The Licensee shall use extraordinary care to preserve the City property with which he comes in contact.

36. The Licensee shall hold the City harmless, indemnify and reimburse it against any damages against the City caused by the Licensee, and the bond herein required and the property of the Licensee placed in said park shall be subject to a lien to secure the City in the payment.

37. The Licensee shall execute a bond in the amount of \$2000.00 executed by a Surety Company authorized to do business in Texas; or by at least two individual sureties, each of whom shall have real estate, not including the homestead of the surety, of a value double the amount of the bond, and in the case of an individual surety, the bond shall be acknowledged and recorded, which surety or sureties shall be satisfactory to the Commissioners of the City of San Antonio; and which bond shall be approved by the Mayor of the City of San Antonio. The Commissioners of the City of San Antonio shall have the right to require additional securities on said bond at any time during the life of this contract, if in their judgment it is necessary.

38. 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; it being understood that the Charter of the City requires all of the contracts of the City to be in writing and adopted by Ordinance.

39. All payments shall be made at the office of the License and Dues Collector of the City of San Antonio, and this contract is performable exclusively in Bexar County, Texas.

40. 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 the said Licensee does sign, execute and deliver this instrument as the contract and agreement of said Licensee, this 11th day of December, A.D. 1941.

CITY OF SAN ANTONIO

By /s/ C. K. Quin
M A Y O R

ATTEST:

/s/ Jas. Simpson

City Clerk

/s/ Harold Winters
Licensee

The bond of the Maryland Casualty Company is attached to the original copy of this agreement and filed in the office of the City Clerk of the City of San Antonio.

* * *
AN ORDINANCE (1059)

05-394
CREATING AND MANIFESTING AN AMENDMENT TO A CONTRACT OF EMPLOYMENT OF ARCHITECTS FOR THE CONSTRUCTION OF AN ADMINISTRATION BUILDING AT THE NEW SAN ANTONIO MUNICIPAL AIRPORT

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

1. That this Ordinance is an Amendment to a Contract entered into by and between the City of San Antonio, a municipal corporation, acting by and through its Mayor, Duly authorized hereby, hereinafter termed "CITY", and Phelps & Dewees & Simmons, Atlee B. and Robert M. Ayres, Bartlett Cocke and Marvin Eickenroht, hereinafter called "ARCHITECTS," which contract was authorized and entered into the 8th day of May, A.D. 1941.

The original contract of May 8th, 1941, provides for the employment of the above named Architects to prepare plans and specifications and furnish supervision for the buildings at the new municipal airport. By authority granted in this agreement, the Architects prepared the plans and specifications for these buildings and were paid by the City of San Antonio for this service the amounts set up in the said contract of May 8th, namely 3½% of the estimated Construction cost.

2. Subsequent to the preparation of the above mentioned documents, Federal Authorities have required changes to the plans for the Administration Building which require the Architects to remake these plans and specifications. These change requirements are for a one-story and basement building with every modification possible to eliminate all critical materials.

3. This amended agreement employs and directs the Architects to proceed with the production of the plans and specifications for this new Administration Building for which they will be paid the sum of 2½% of the cost of this building for the production of the said plans and specifications. The terms of the original contract of May 8th shall apply in all other respects. It being understood, however, that the 1½% set up for the supervision will be applied against the cost of the building planned and constructed under this amended agreement.

4. The City, recognizing a condition beyond their control or the control of the Architects brought about by the requirements of the Federal Government, agrees to pay to the Architects the additional fee of 2½% as stipulated in Paragraph 3. It is further agreed and understood that payments will be made the architects as follows: 3/4 of 1% will become due and pay-

able upon approval of the sketches by the City. The remaining 1-3/4% will become due and payable upon the completion of the plans and specifications and the approval of same by the City of San Antonio. In case this Administration Building is not built, then an amount equal to 2 1/4% will be payable to the Architects, based on an estimated cost of the construction of this building.

5. The Architects agree and bind themselves to use as many draftsmen as is necessary to expedite this work to produce this set of plans and specifications at as early a date as is possible.

6. PASSED AND APPROVED this 23rd day of March, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

7. ACCEPTED

Phelps & Dewees & Simmons

By: _____

Atlee B. and Robert M. Ayres

By: _____

Bartlett Cocke

By: _____

Marvin Eickenroht

By: _____

ARCHITECTS

* * *

05-395

AN ORDINANCE (1080)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH SPILLMAN AND SPILLMAN, ARCHITECTS, OF SAN ANTONIO, TEXAS, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE REMODELLING OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED AT THE SOUTHWEST CORNER OF WEST COMMERCE AND PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY PUBLIC HEALTH CENTER

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 Beverly W. Spillman and Beverly W. Spillman, Jr., a partnership doing business under the name and style of Spillman and Spillman, Architects of San Antonio, Texas, for architectural services to be rendered in relation to the remodelling project of the old Alamo National Bank Building located on the southwest corner of West Commerce and Presa Streets, in the City of San Antonio, Bexar County, Texas, for use as City Public Health Center, at a total fee of not to exceed \$5,144.05. The said fee to be paid from the Federal Grant in accordance with Public Defense Application dated March 26th, A.D. 1942.

2. PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

05-396

AN ORDINANCE (1081)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO, TEXAS, TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT PURCHASE AND REMODELLING PROJECT OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS A CITY PUBLIC HEALTH CENTER.

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 Application for Federal Assistance for Grant to Federal Works Agency - Public Works Administration of the United States Government for Government purchase and remodeling project of the old Alamo National Bank Building located on the southwest corner of West Commerce and Presa Streets, in the City of San Antonio, Bexar County, Texas, for use as a City Public Health Center, and all other instruments in connection therewith.

2. The said building is to be exclusively under the direction and control of the Health Department of the City of San Antonio, and all revenues to be derived therefrom in excess of necessary operating costs, after retirement of the revenue bonds to be issued to cover a part of the purchase price, to be the property of the said City Health Department.

3. That this Application is in lieu of and supersedes Application heretofore made to the Federal Works Agency - Public Works Administration of the United States Government, being Application filed under Docket Tex 41-376, being for additional City Health Department facilities.

4. PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

05-397

AN ORDINANCE (1093)

AUTHORIZING THE ISSUANCE OF CITY OF SAN ANTONIO, TEXAS, HEALTH CENTER REVENUE BONDS, SERIES OF 1942, IN THE AMOUNT OF FORTY THOUSAND (\$40,000.00) DOLLARS, BEARING INTEREST AT THE RATE OF THREE AND ONE HALF (3½%) PER CENT PER ANNUM, FOR THE PURPOSE OF PURCHASING A BUILDING TO BE USED AS A HEALTH CENTER, PRESCRIBING THE FORM OF SAID REVENUE BONDS AND THE COUPONS ATTACHED THERETO AND PROVIDING HOW SAID BONDS AND COUPONS SHALL BE EXECUTED; PLEDGING THE NET REVENUES FROM THE OPERATION OF SAID FACILITIES; AND AS SEPARABLE SECURITY, AUTHORIZING THE MAYOR TO EXECUTE AN INDENTURE OF MORTGAGE ON SAID BUILDING TO CREATE A FIRST LIEN ON SAID PHYSICAL PROPERTY; PRESCRIBING THE FORM OF SAID INDENTURE OF MORTGAGE TO BE EXECUTED BY THE MAYOR

WHEREAS, the Board of Commissioners has determined upon the establishment of a health center for the City of San Antonio; and

WHEREAS, the City has been offered for such purpose the property known as the old Alamo National Bank Building property and now known as the Commerce Building, located at the southwest corner of Commerce and Presa Streets for a total consideration of Eighty Thousand (\$80,000.00) Dollars; and

WHEREAS, it is found to be well worth the price asked therefor and is deemed to be desirable and adequate for use as a health establishment; and

WHEREAS, the United States Government has been requested to grant to the City the sum of Forty Thousand (\$40,000.00) Dollars to be used as a cash payment on the purchase of such property and an additional sum of Seventy Eight Thousand Eight Hundred Thirty and 55/100ths (\$78,830.55) Dollars to be used to remodel and equip said building as a health center; and

WHEREAS, it is considered advisable that the unpaid balance of the purchase price, to-wit: Forty Thousand (\$40,000.00) Dollars be paid by the execution and delivery of revenue bonds to the seller of such above described property; and

WHEREAS, pursuant to its Charter and the Statutes of the State of Texas, and particularly Chapter 470, page 1848, of the Acts of the Forty Fourth Legislature, 1935, Second Called Session, effective November 19, 1935, (Vernon's Revised Civil Statutes Art. 1180b) the City of San Antonio is authorized to issue negotiable revenue bonds for the purpose of acquiring facilities to be used as a health establishment and to pledge the net revenues of such facilities to the payment thereof and to further secure the payment of such bonds by mortgaging such project and facilities and to fix rental and concession charges for the use of the various installations and facilities of such project; and

WHEREAS, it is proper that the Board of Commissioners prescribe a form of Deed of Trust or of Indenture, which when executed will constitute a first lien on the real and personal property constituting such project, and that it provide for the execution of such Deed of Trust or of Indenture and supplementals thereto as may be necessary and for the filing thereof as a Deed of Trust and as a Chattel Mortgage; and

WHEREAS, it is now necessary and proper that the Board of Commissioners proceed with the issuance of said Revenue Bonds;

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

Section 1. That to provide for the purchase of a building to be used as a health center, pursuant to the provisions of the Charter, the Constitution and the laws of the State of Texas, particularly Chapter 470, page 1848 of the Acts of the 44th Legislature, 1935, Second Called Session, effective November 19, 1935, there shall be issued "City of San Antonio, Texas, Health Center Revenue Bonds, Series of 1942" (herein called "Bonds") aggregating Forty Thousand (\$40,000.00) Dollars, numbered from One (1) to Forty (40), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each.

Section 2. The bonds shall be substantially in the form prescribed herein; shall be dated _____; shall bear interest at the rate of Three and one-half (3½) per cent per annum, payable semi-annually on October 1st and April 1st of each year, the first interest payment date being _____; principal and interest of the bonds shall be payable in lawful money of the United States of America upon presentation and surrender of bond or proper coupon at the Frost National Bank, San Antonio, Texas.

Section 3. The bonds shall mature serially as follows:

<u>BONDS NUMBERS</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
1 to 4, both incl.,		\$ 4,000.00
5 to 8, " "		4,000.00
9 to 12, " "		4,000.00
13 to 16, " "		4,000.00
17 to 20, " "		4,000.00
21 to 24, " "		4,000.00
25 to 28, " "		4,000.00
29 to 32, " "		4,000.00
33 to 36, " "		4,000.00
37 to 40, " "		4,000.00

Provided, that the city reserves the right to redeem said bonds at par and accrued interest at any time prior to maturity on any interest payment date upon the giving of notice thirty (30) days prior thereto. Such notice shall be given to the place of payment and in the event the bonds so called for redemption are not so presented they shall thereafter cease to bear interest.

Section 4. Each of said bonds shall be signed by the Mayor of the Board of Commissioners, countersigned by the City Clerk and the seal of the City shall be impressed upon each of them. The fac-simile signatures of the Mayor and the City Clerk may be lithographed or printed upon the coupons attached to each of the bonds and such fac-simile signatures shall have the same effect as if manually executed by said officers.

Section 5. The form of the bonds shall be substantially as follows:

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
HEALTH CENTER REVENUE BOND, SERIES 1942

NO. _____

\$1,000.00

City of San Antonio, Texas, in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and promises to pay to the W. K. Ewing Company, Inc., or its order, on the 1st day of _____, 19____, the sum of

ONE THOUSAND DOLLARS

(\$1,000.00) in lawful money of the United States of America, with interest thereon from date at the rate of three and one-half (3½%) per cent per annum, payable _____, and semi-annually thereafter on October 1st and April 1st of each year, until the principal sum thereof shall have been paid; both principal and interest being payable at the office of Frost National Bank, San Antonio, Texas.

This bond is one of a series of bonds of like tenor and effect except as to number and maturity, numbered from One (1) to Forty (40), both inclusive, in the denomination of One Thousand (\$1,000.00) Dollars each, aggregating Forty Thousand (\$40,000.00) Dollars, issued by the City of San Antonio, for the purpose of purchasing a building to be used as a health center, in accordance with the provisions of the City Charter, the Constitution and laws of the State of Texas, including Chapter 470, page 1848 of the Act of the 44th Legislature, 1935, Second called Session, effective November 19, 1935, and pursuant to an ordinance passed by the Board of Commissioners of the City of San Antonio, Texas, duly recorded in the Minutes of said Board of Commissioners,.

The date of this bond in conformity with the ordinance above mentioned is _____.

This bond and the series of which it is a part constitute special obligations of the City of San Antonio, payable both as to principal and interest from and secured by an exclusive first lien on and pledge of the net revenues of the facilities of the Health Center; and as an additional, separable and independent security for the payment of this bond and the series of which it is a part, the City of San Antonio has executed a Deed of Trust, dated as of _____,

_____ 19____, with M. E. Allison, Trustee, imposing a first lien on the properties to be acquired with the proceeds of the series of bonds of which this is a part. Reference is hereby made to said Deed of Trust for the extent of security, the rights of the holders of the bonds and of the Trustee with respect to such security and the terms and conditions on which the bonds are issued, to all of which the holder hereof by the acceptance of this bond assents.

The holder of this bond shall never have the right to have same paid in whole or in part out of funds derived from taxation on any of the properties within the City.

And it is hereby certified and recited that the issuance of this bond, and the series of which it is a part, is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of this bond to render the same lawful and valid, have been properly done, have happened and have been performed in regular and due time, form and manner, as required by the Constitution and laws of the State of Texas and the ordinance hereinabove mentioned, and that this series of Revenue Bonds does not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and the interest on this bond and the series of which it is a part by irrevocably pledging the net revenues of the Health Center.

IN TESTIMONY WHEREOF, the City of San Antonio has caused this Bond to be signed by the Mayor of the City and countersigned by the City Clerk, the seal of the City impressed hereon, and the annexed coupons to be signed by the fac-simile signatures of the Mayor and the City Clerk of said City, all as of the _____ 19____, but actually on a date subse-

quent to the day of , 1942.

COUNTERSIGNED: C. K. Quin
MAYOR, City of San Antonio, Texas.
Jas. Simpson
City Clerk, City of San Antonio, Texas.

Section 6. The form of said coupons shall be substantially as follows:

NO. _____ \$ _____

ON THE 1ST DAY OF _____, 19__

The City of San Antonio will pay to the bearer out of the revenues specified in the bond to which this coupon is originally attached at the office of Frost National Bank, San Antonio, Texas, the sum of (\$ _____) Dollars, in lawful money of the United States of America, said sum being _____ months' interest due that day on "City of San Antonio, Texas, Health Center Revenue Bond, Series 1942", bearing the number hereon specified, dated _____ 19 . The Holder shall never have the right to have this coupon paid, in whole or in part, out of funds derived from taxation on any of the properties in said City.

Jas. Simpson City Clerk C. K. Quin Mayor

Section 7. The form of Endorsement which shall be printed on the back of each Bond shall be substantially as follows:

For value received, the undersigned hereby sells, transfers and conveys, without recourse, all right, title and interest in and to this bond,

BY _____

Section 8. Said facilities herein provided shall for the purpose of this ordinance constitute the "Project". Such Project, together with all extensions, additions, replacements, and improvements hereto hereafter constructed or acquired shall, for the purpose of this ordinance constitute the "System".

The term "Bonds" as used herein shall mean the issue of revenue bonds authorized in this ordinance.

As used in this ordinance, the Deed of Trust and the Bonds, the term "net revenues" shall mean the revenues pledged to the payment of the principal of and interest on the Bonds and are defined as that income derived from the Project in excess of the amount necessary to operate and maintain such project, including all salaries, labor, materials, interest, repairs and necessary extensions, all of which shall constitute a first lien and charge upon the revenues from such Project.

The term "Trustee" as used herein shall mean the Trustee for the time being, whether original or successor under the Deed of Trust authorized in Section 10 of this ordinance.

Section 9. All net revenues from said Project are hereby irrevocably pledged to the payment of said Series 1942 Revenue Bonds.

Section 10. And as additional, separable and independent security for the payment of the bonds, the Mayor is hereby authorized to execute and deliver to M. E. Allison, as trustee (herein called "Trustee"), and the City Clerk is hereby authorized to attest on behalf of the City of San Antonio a Deed of Trust (herein called the "Deed of Trust") in substantially the form of the instrument attached hereto marked "EXHIBIT A", identified by the signature of the Mayor and the City Clerk and by imprint of the City's seal, constituting a first lien on the system and a first on and pledge of the net revenues from the Project with power of sale granted to the Trustee in the event of default in payment of principal or interest continued for a

period of more than ninety days from date due. The Mayor is hereby directed to file a duly executed copy of such instrument with the County Clerk of Bexar County as is provided therein. It is expressly understood that no holder of any rights under such Deed of Trust, or of any of the bonds, shall have the right to demand payment of the bonds out of moneys raised or to be raised by taxation of property in the City.

Section 11. Said "City of San Antonio, Texas, Health Center Revenue Bonds, Series 1942", are payable from and secured by an exclusive first lien upon and pledge of the net revenues of the Project.

Section 12. For the benefit of the original purchaser, and for the benefit of any and all subsequent holders of said bonds, coupons, or any part thereof, and in addition to all other provisions and covenants in the laws of the State of Texas and in this ordinance, it is expressly covenanted:

A. USE OF REVENUES:

(a) Frost National Bank, San Antonio, Texas, is hereby designated paying agent for this issue of bonds. The Interest and Sinking Fund of this issue of bonds shall also be established and maintained in said bank.

(b) It is agreed that the net revenues, as defined in Section 8 of this ordinance, will be collected promptly by said City and forwarded immediately upon receipt, to the paying agent, Frost National Bank, San Antonio, Texas, to be credited to the Interest and Sinking Fund of the issue.

(c) The City shall never be obligated to make any deposits into said Fund when and after the amount therein shall equal the principal of all outstanding bonds plus interest thereon to their maturity, unless the Fund is depleted otherwise than by payment of said bonds and interest in full.

B. ADDITIONAL BONDS: Encumbrance and Sale: While any of the bonds are outstanding, the City shall not issue any additional bonds payable from the revenues of the Project unless the lien of such bonds on the revenues of the Project is made junior and subordinate in all respects to the lien of the bonds authorized in this ordinance and only under such terms and conditions as may be in accordance with then existing laws. In no event, while any of the bonds are outstanding will the City mortgage or otherwise encumber the Project or any part thereof, or sell, or otherwise dispose of any substantial portion of such System. These provisions shall inure to the benefit of, and be enforceable by any holder of any of the bonds.

C. MAINTENANCE AND-OPERATION: The City shall maintain the Project in good condition and operate the same in an efficient manner and at a reasonable cost. So long as any of the bonds are outstanding, the City agrees to maintain insurance, for the benefit of the holders of the bonds, on the Project of a kind and in an amount which usually would be carried by private companies engaged in a similar type of business.

D. ACCOUNTS AND PERIODIC STATEMENTS: The City shall keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Project. The City shall furnish to any holder of any of the bonds, at the written request of such holder, not more than thirty days after the close of each six months' fiscal period, operating and income statements of the Project in reasonable detail covering such six months' period, and, not more than sixty days after the close of each fiscal year, complete financial statement of the Project in reasonable detail covering such fiscal year, certified by the Mayor and the City Clerk of said City.

E. INSPECTION: Any holder or holders or 25 per centum of aggregate principal amount of the bonds at the time then outstanding shall have the right at all reasonable times to inspect

the Project and all records, accounts and data of the City relating thereto.

F. SALE OF BONDS: Upon request, the City will furnish to any purchaser of 25 per centum of the bonds, information for the preparation of a bond circular in customary form, signed by the proper officials of the City, containing such data as such purchaser may reasonable request concerning the Project.

Section 13. The Mayor and the City Clerk are hereby instructed and directed to do any and all things necessary and/or convenient in reference to the installing and maintaining of a complete system of records and accounts pertaining to said Project.

Section 14. The City hereby further covenants as follows:

(a) That the bonds authorized hereunder shall be special obligations of the City and that no holder of any of said bonds shall ever have the right to have the same paid, in whole or in part, out of funds derived from taxation.

(b). That it has the lawful power to pledge the revenues supporting the bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, including power existing under Chapter 470, page 1848, Acts of the 44th Legislature, 1935, Second Called Session, effective November 19, 1935; that the bonds shall be ratably secured under said pledge of income, in such manner that no one bond shall have preference over any other bond of said issue.

(c) And as additional, separable and independent security for the payment of the bonds, that it has the lawful power to authorize and have executed the Deed of Trust constituting a first mortgage on the physical properties of the Project and everything pertaining thereto acquired or to be acquired.

(d) That other than for the payment of the bonds herein provided for, the rents, revenues and income of the said Project, hereinabove referred to, have not in any manner been pledged to the payment of any debt or obligation of the City, or of the Project.

Section 15. All orders and resolutions, and parts thereof, in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

Section 16. In case any one or more of the provisions of this ordinance, the Deed of Trust or of the bonds or coupons issued hereunder or the application of such provisions to any person or situation shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this ordinance, the Deed of Trust or of said bonds or coupons or the application of such provisions to any other person or situation, but this ordinance, the Deed of Trust and said bonds and coupons shall be construed and enforced as if such illegal or invalid provisions have not been contained therein.

PASSED AND APPROVED this the 27th day of March, 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

EXHIBIT "A"

TO THE ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SAN ANTONIO, TEXAS, HEALTH CENTER REVENUE BONDS, SERIES 1942, PASSED ON THE 27TH DAY OF MARCH, 1942, RECORDED IN THE MINUTES OF THE BOARD OF COMMISSIONERS IN VOL. "J", PAGES 553, ET SEQ.

Signed and sealed for identification.

Jas. Simpson
City Clerk

C. K. Quin
Mayor

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

This Deed of Trust, dated as of the 1st day of April, 1942, by and between the City of San

Antonio, Texas, a municipal corporation duly organized and existing under the Constitution and laws of the State of Texas, (for brevity hereinafter called "the City", acting through its Board of Commissioners duly authorized by an ordinance passed by said Board, party of the First Part, and M. E. Allison of the City of San Antonio, County of Bexar, Texas, (for brevity hereinafter called "Trustee") Party of the Second Part:

WITNESSETH

The City for and in consideration of the sum of One Dollar, to it in hand paid by the said Trustee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain sell and convey unto the said M. E. Allison, Trustee, and to his successors in trust, all and singular, the following described property, in the County of Bexar and State of Texas, to-wit:

Situated within the corporate limits of the City of San Antonio and being part of New City Block 156, BEGINNING at the intersection of the present south line of West Commerce Street and the west line of North Presa Street; THENCE south along the west line of North Presa Street 81.6 feet, more or less, to a stake set for the southeast corner of the property formerly owned by the Alamo National Bank; THENCE in a westerly direction with an angle of 96 degrees and 51 minutes turn from north to west along the new south property line of the property formerly owned by the Alamo National Bank, a distance of 69 feet, more or less, to the southwest corner of this tract; THENCE in a northerly direction with an angle of 88 degrees 51 minutes west, turn from east to north, a distance of 76.9 feet to a point on the south line of West Commerce Street for the northwest corner of this tract; THENCE east along the present south line of West Commerce Street to the place of beginning, together with the eight story building and improvements situated thereon.

Together with all and singular, the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto the said M. E. Allison, Trustee, his successors or assigns forever, together with all rights and appurtenances thereunto belonging; and hereby expressly bind the City and its legal representatives to Warrant and Defend the title to said premises unto the said Trustee, his successors or assigns, against all persons whomsoever claiming any part thereof. The conveyance is in trust, however, for the following purposes and upon the following conditions, viz:

If the City shall pay off and discharge, or cause to be paid off and discharged, according to the tenor and effect thereof, the revenue bonds issued by said City payable to the W. K. Ewing Company, Inc., or its order, described as follows:

City of San Antonio, Texas, Health Center Revenue Bonds, Series 1942, dated
 19 , numbered from One (1) to Forty (40), both inclusive,
 in the denomination of One Thousand (\$1,000.00) Dollars each, aggregating
 Forty Thousand (\$40,000.00) Dollars, bearing interest at the rate of Three and
 one-half (3½%) per cent per annum, payable semi-annually, on October 1st and
 April 1st of each year, first interest being payable , 19 ,
 and maturing serially Four Thousand (\$4,000.00) Dollars , 19 ,
 and Four Thousand (\$4,000.00) Dollars on of each year thereafter
 to and including the year 1952, unless sooner called for redemption, as pro-
 vided in the ordinance authorizing the issuance thereof, and which bonds are
 issued for the purpose of purchasing a building to be used as a health center
 providing health and recreational facilities. Said bonds are payable from the
 net revenues of said facilities and are further secured by the first mortgage
 lien herein created on the property so purchased. Said bonds are issued on
 the condition that the holder or holders shall never have the right to demand
 payment thereof from revenues raised or to be raised by taxation and shall
 never constitute a charge on the general revenues of the City.

and shall pay or cause to be paid, all other indebtedness secured by this Deed of Trust, then

the said conveyance shall become null and void and the lien of this trust deed shall be duly released, but if default shall be made in the payment of the principal or interest of such bonds or if the terms and conditions of the contract of encumbrance are otherwise violated then the said Trustee, or his successor in trust shall be and is hereby authorized and empowered, when requested to do so by the holder or holders of said bonds, or any of them, after such default to sell the said property herein conveyed at public sale for cash, between the hours of 10:00 A.M. and 4:00 P.M. of the first Tuesday in any month at the door of the County Court House of Bexar County, Texas, after posting written notice thereof for three consecutive weeks prior to the date of sale in three public places in the County, one of which shall be at the door of said Court House. It is provided, however, that such foreclosure proceedings shall not be begun by said Trustee, and no option to mature any part of the obligations herein described because of any default in the payment of any installment of principal or interest, or the violation of the terms and conditions of the pledges given shall be exercised until ninety (90) days written notice shall have been given to the Mayor and Board of Commissioners of the default claimed, and which notice shall date from the sending of a prepaid registered letter to each person to be notified, addressed to them at the post office of the City of San Antonio. Provided further that if the default claimed shall have been cured before the expiration of the ninety (90) days, it shall have like effect as if no default had occurred or been claimed.

In the event the property herein conveyed is sold pursuant to the provisions hereof, the Trustee, or his successors, shall make to the purchaser thereof a good and sufficient deed in fee simple to the premises so sold, making the usual covenants and warranties; and any statement or recital of facts in such deed as to the non-payment of the indebtedness hereby secured, the existence of such indebtedness, notice by advertisement, sale, the receipt of the money, and as to the appointment of a substitute Trustee, as hereinafter provided, shall be prima facie evidence of the truth of such statement or recital; and the Trustee shall apply the proceeds of said sale as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trust, including a commission of per cent upon the amount of the proceeds of sale to the Trustee as his compensation. Second, to the payment of the said Bonds then unpaid, including principal and such interest of said Bonds as shall have accrued, and all taxes, assessments, insurance premiums or other advancements made as provided for herein, with interest thereon (it being understood and agreed that when default shall be made in the payment of said Bonds, or any of them, or any part thereof, when due, or of any installment of interest thereon, said Bonds shall become due and payable at the option of the holders thereof). Third, the balance, if any shall be paid to the City of San Antonio.

And the City does hereby covenant that until said indebtedness shall have been fully paid it will insure and keep insured in a good and solvent fire insurance company, or companies, acceptable to said trustee, the buildings and improvements on the land hereinbefore described to the full amount for which the same may be insurable, and will pay the premiums for such insurance and will cause the loss, if any, under the policies, to be made payable to said Trustee, as a further security for the payment of said debt, and will deliver such policies to said Trustee; provided, however, that if the said insured premises shall be injured or destroyed by fire before the maturity of said debt, the trustee may apply the insurance money received towards the payment of said Bonds or towards the restoration of the insured premises, at the option of the holder or holders of said Bonds, the premises so restored to be reinsured and kept insured in manner as aforesaid; and that it will pay all lawful taxes and assessments upon the premises hereinbefore conveyed and any and all taxes and assessments charged against

said Bonds or this deed of trust; and if it shall fail to pay said insurance premiums, or said taxes and assessments when due, the Trustee or the holder of said Bonds may pay the same, and such payment shall be considered as part of the expenses of the execution of this trust and paid as such out of the proceeds of the sale of said premises hereby conveyed, together with interest thereon at 6% per annum from the time of payment by such trustee or holder; provided, however, that the exercise of the right of advancement herein provided for shall in no wise be considered or constitute a waiver of the right of the holder of said bonds to declare same, and all other indebtedness hereunder, to be due and payable.

In case of the death of the said M. E. Allison, Trustee, or of his removal from the County of Bexar, or his refusal or inability for any reason to make said sale or to perform said trusts, then the holder or holders of said bonds, or any of them, shall have the right, and are hereby authorized and empowered to appoint, in writing, a suitable person, resident of Bexar County, Texas, who shall become the Trustee herein, as the substitute for said M. E. Allison and said substitute Trustee shall thereupon succeed to all the estate, powers and trusts hereinbefore granted to and vested in the said M. E. Allison.

M. E. Allison, herein named, hereby accepts the Trusts and obligations hereby imposed upon him, and in evidence of such acceptance has signed these presents.

The bonds hereby secured constitute special obligations of the City of San Antonio, in accordance with the terms and provisions of Chapter 470, page 1848, Acts of the 44th Legislature, 1935, Second Called Session, effective November 19, 1935. The holder or holders of said bonds shall never have the right to have same paid, in whole or in part, out of funds raised from taxation on any of the properties within the City.

In case of any one or more of the provisions of the Deed of Trust, or of the Bonds or coupons issued hereunder or the application of such provisions to any person or situation shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Deed of Trust or of the Bonds or coupons or the application of such provisions to any other person or situation, but this Deed of Trust and the Bonds and coupons shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

IN WITNESS WHEREOF, the City of San Antonio had caused these presents to be signed by the Mayor, sealed with the corporate seal and attested by the City Clerk, for and on its behalf, and M. E. Allison, to evidence his acceptance of the trust hereby created has signed these presents.

CITY OF SAN ANTONIO, TEXAS

BY _____
Mayor

ATTEST:

City Clerk

BY _____

THE STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared C. K. Quin, and Jas. Simpson, Mayor and City Clerk, respectively, of the City of San Antonio, a municipal corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the same as the act and deed of said corporation,

in the capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this the _____ day of _____, 1942.

Notary Public in & for Bexar County, Texas

THE STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared M. E. Allison, a resident of Bexar County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, the the _____ day of _____, 1942.

Notary Public in and for Bexar County, Texas

* * *

05-398
AN ORDINANCE (1086)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO, TEXAS, TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT PURCHASE AND REMODELLING PROJECT OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER," PASSED AND APPROVED ON THE 12TH DAY OF MARCH, A.D. 1942.

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, TEXAS, TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT PURCHASE AND REMODELLING PROJECT OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER", passed and approved by the Commissioners of the City of San Antonio on the 12th day of March, A.D. 1942, being Ordinance No. 1033, recorded in Ordinance Book "J", page 536 of the Ordinances of the City of San Antonio, be and the same is hereby repealed.

2. PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

05-399
AN ORDINANCE (1087)

REPEALING AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EMPLOY AND EXECUTE CONTRACT WITH SPILLMAN AND SPILLMAN, ARCHITECTS, OF SAN ANTONIO, TEXAS, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE REMODELLING OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER."

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 SPILLMAN AND SPILLMAN, ARCHITECTS, OF SAN ANTONIO, TEXAS, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE REMODELLING OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND SOUTH PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS CITY-COUNTY PUBLIC HEALTH CENTER", passed and approved by the Commissioners of the City of San Antonio on the 12th day of March, A.D. 1942, being Ordinance No. 1034, recorded in Ordinance Book "J", page 536, be and the same is hereby repealed.

2. PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

05-400

A RESOLUTION (1088)

ASSENTING TO THE ASSIGNMENT OF COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SOIL CONSERVATION SERVICE RELATIVE TO THE EXPERIMENTAL FARM, BY THE SOIL CONSERVATION SERVICE TO THE UNITED STATES OF AMERICA FOR USE AS MILITARY RESERVATION AND AIRPORT, U.S. ARMY AIR CORPS

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

1. That the City of San Antonio does hereby authorize the Mayor of the City of San Antonio to assent to the assignment of the Cooperative Agreement between the City of San Antonio and the United States Department of Agriculture, Soil Conservation Service, covering the Experimental Farm in the City of San Antonio, Texas, for the period beginning July 1, 1941 and ending June 30, 1942, by the United States Department of Agriculture, Soil Conservation Service, to the United States of America for use Military Reservation and Airport, U.S. Army Air Corps, in connection with premises now under lease, being Stinson Field, and an additional 99-acre tract of land, upon satisfactory evidence that the Department of Agriculture, Soil Conservation Service is willing to and wishes to assign this lease, for the purpose set out above.

2. PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

05-401

A RESOLUTION (1090)

APPOINTING THE MEMBERS OF THE CIVILIAN DEFENSE PUBLIC RELATIONS COMMITTEE

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

1. That the following named persons:

Jack O'Brien, Chairman
J. A. Millburg,
A. G. Hewing
Joe Musgrave
Leroy Swartzkopf
Robt. Walker

are hereby elected and appointed members of the Civilian Defense Public Relations Committee, with the authority placed in them to assist in Civilian Defense work under direction of the Mayor.

2. PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

* * *

05-402

AN ORDINANCE (1091)

PROHIBITING ANY PERSON FROM WALKING UPON, ALONG, OR ACROSS, OR FROM DRIVING UPON, ACROSS OR ALONG ANY RAILROAD TRACT, BRIDGE, VIADUCT, OR TRESTLE, AND PROHIBITING ANY PERSON FROM ENTERING UPON PRIVATE PREMISES OWNED BY A RAILROAD OR USED FOR THE CARRYING ON OF RAILROAD OPERATIONS, INCLUDING SWITCHING YARDS, SHOPS, LOCOMOTIVE AND CAR REPAIR YARDS, STORE YARDS, FREIGHT YARDS, EXCEPT WHERE SUCH TRACKS ARE LOCATED WITHIN THE LIMITS OF PUBLIC HIGHWAYS, ROADWAYS, STREETS, OR WALKWAYS

PROPERTY DEDICATED TO PUBLIC USE; AND PROHIBITING ANY PERSON FROM TAMPERING WITH OR DAMAGING OR DESTROYING ANY RAILROAD TRACK OR APPURTENANCES OF ANY BRIDGE, VIADUCT, TRESTLE OR CULVERT STRUCTURE SUPPORTING A RAILROAD TRACK OR ANY SIGNAL SYSTEM, TELEGRAPH LINE, TELEPHONE LINE, POWER LINE OR SIGNAL SYSTEM MAINTAINED AS A RAILROAD FACILITY, AND PROVIDING THAT THE PROVISIONS PROHIBITING THE WALKING, DRIVING OR ENTERING UPON RAILROAD TRACKS, BRIDGES, VIADUCTS, TRESTLES AND STRUCTURES DO NOT APPLY TO EMPLOYEES OR RAILROADS OR OTHER PERSONS WHOSE PROPER AND LAWFUL DUTIES MAKE IT NECESSARY FOR THEM TO GO UPON SUCH TRACKS, STRUCTURES OR PREMISES IN ORDER TO PERFORM THEIR DUTIES, AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE, AND FURTHER PROVIDING THAT THIS ORDINANCE DOES NOT REPEAL ANY OTHER ORDINANCE OF A SIMILAR NATURE OF THE CITY OF SAN ANTONIO, BUT IS CUMULATIVE THEREOF.

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

SECTION 1. It shall be unlawful for any person to walk upon, along, or across any railroad track, or to drive or to ride upon any animal-drawn or motor-driven vehicle upon, along or across any railroad track, except where railroad tracks are located within the limits of the public highways, roadways, streets or walkways which have been properly and lawfully dedicated for public use within the corporate limits of the City of San Antonio.

SECTION 2. It shall be unlawful for any person to walk upon, along or underneath any bridge, viaduct, trestle or culvert structure supporting a railroad track or to walk or climb upon the abutments, piers, piling, or any other foundation support of any bridge, viaduct, trestle or culvert structure supporting railroad tracks, or to drive or ride upon any animal-drawn or motor-driven vehicle upon any bridge, viaduct, or trestle supporting a railroad track within the limits of the City of San Antonio.

SECTION 3. It shall be unlawful for any person to walk, ride or otherwise enter upon private premises owned or used for the carrying on of railroad operations, including switching yards, locomotive and car repair yards, store yards to be used for the storing and handling of railroad materials and supplies, railroad shops, freight yards used for the accumulation, storage, and switching of freight and passenger cars, or for the caring for or servicing of railroad locomotives, freight cars and passenger cars within the limits of the City of San Antonio.

SECTION 4. It shall be unlawful for any person in any way to tamper with, or damage, or destroy any railroad track or appurtenance, or any bridge, viaduct, trestle, or culvert structure supporting a railroad track or any appurtenances thereto, or any signal system or appurtenances thereto, telegraph line, telephone line, or power line, or signal system line maintained or operated as a railroad facility, whether located upon privately-owned or property used for the maintenance and operation of railroad tracks, or located within the limits of any public highway, roadway, street, alleyway, or walkway dedicated for public use within the city limits of the City of San Antonio.

SECTION 5. The provisions of this ordinance which prohibit persons from walking, driving, or entering upon railroad tracks, appurtenances and premises, more particularly described in the Sections above mentioned, shall not apply to employees of railroads or other persons whose proper and lawful duties make it necessary for them to go upon, along, or around railroad tracks, bridges, viaducts, trestles, and culvert structures, and to enter upon privately-owned premises where railroad tracks and other facilities are located in order to properly perform their duties of constructing, maintaining, repairing, altering, remodelling, railroad facilities and conducting and maintaining railroad operations within the City of San Antonio.

SECTION 6. Any person who shall hereafter violate any provision of this ordinance shall, upon conviction, be fined not less than Five Dollars (\$5.00) and not more than Two Hundred Dollars (\$200.00), and each and every violation shall constitute and be a separate offense.

SECTION 7. If any section or provision of any section of this Ordinance, shall be held to be void, ineffective or unconstitutional, the holding of any such section or provision of

any such section to be void, ineffective and unconstitutional for any cause whatsoever shall not effect the validity of the remaining sections and provisions of this Ordinance.

SECTION 8. All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 9. This Ordinance shall be cumulative of all Ordinances of the City of San Antonio and of all laws of the State of Texas.

SECTION 10. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety, that requires this Ordinance to become effective at once; therefore, upon the passage of this Ordinance by a vote on four-fifths (4/5) of the Board of Commissioners, it shall be effective from and after the date of its passage as made and provided by the Charter of City of San Antonio.

PASSED AND APPROVED this 26th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

Before me, the undersigned authority, on this day personally appeared THORTON HALL who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio in the State and County aforesaid, and that the Ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: March 27, 28, 30, 31 and April 1, 2, 3, 4, 6 & 7, 1942.

Sworn to and subscribed before me this 9th day of THORTON HALL April, 1942.

W. A. DRUCE
Notary Public in & for Bexar County, Texas

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05-403

A RESOLUTION (1098)

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, PROVIDED SAME CAN BE TRANSFERRED AND APPLIED TO 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 provided same can be transferred and applied to Docket Tex. 41-376 to be used for construction of a third story addition to the present City owned Health Building referred to in Application Docket Tex 41-376, 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 30th day of March, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson

City Clerk

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05-404

AN ORDINANCE (1096)

REPEALING PARAGRAPH 3 OF AN ORDINANCE ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO, TEXAS, TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT PURCHASE AND REMODELLING PROJECT OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS A CITY PUBLIC HEALTH CENTER", PASSED AND APPROVED ON THE 26TH DAY OF MARCH, A.D. 1942.

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

1. That Paragraph 3 of an ordinance, entitled "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO, TEXAS, TO EXECUTE APPLICATION FOR FEDERAL ASSISTANCE FOR GRANT FOR GOVERNMENT PURCHASE AND REMODELLING PROJECT OF THE OLD ALAMO NATIONAL BANK BUILDING LOCATED ON THE SOUTHWEST CORNER OF WEST COMMERCE AND PRESA STREETS, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR USE AS A CITY PUBLIC HEALTH CENTER", being Ordinance No. 1081, passed and approved on the 26th day of March, A.D. 1942 and recorded in Ordinance Book "J", page 553, be and the same is hereby repealed.

2. PASSED AND APPROVED this 30th day of March, A.D. 1942.

C. K. QUIN

ATTEST:

M A Y O R

Jas. Simpson

City Clerk

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05-406

AN ORDINANCE (1097)

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE LEASE AGREEMENTS WITH THE COUNTY OF BEXAR, SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND THE STATE HEALTH DEPARTMENT OF THE STATE OF TEXAS FOR FLOOR SPACE ETC IN THE OLD ALAMO NATIONAL BANK BUILDING IN SAN ANTONIO IF, AS AND WHEN SAME IS ACQUIRED BY AND REMODELLED FOR USE BY THE CITY OF SAN ANTONIO AS A PUBLIC HEALTH CENTER

WHEREAS, application has been made for Federal Assistance for Grant to Federal Works Agency - Public Works Administration of the United States Government for Government purchase and remodelling project of the old Alamo National Bank building in San Antonio, Texas, to be used as a Public Health Center; and

WHEREAS, it is desired that the City of San Antonio, County of Bexar, and the San Antonio Independent School District Health Departments, as well as the District Texas State Health department Headquarters be housed in said building, if, as and when same is finally acquired by the City of San Antonio and remodelled:

NOW THEREFORE:

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

1. The City of San Antonio agrees that if, as and when the old Alamo National Bank building is acquired by it and remodelled for use as a Public Health Center that the County of Bexar and the San Antonio Independent School District shall have the exclusive use of certain floor space, and joint use of certain equipment and health facilities located in said building for a period of 99 years from such date, and in consideration thereof the County of Bexar and the San Antonio Independent School District each agrees to pay to the City of San Antonio an annual rental of \$1.00 per year for the use thereof, and in addition thereto each agrees to pay its pro-rata portion of all expenses incident to the operation and maintenance of the building and the various health facilities used therein by each of them respectively; and the Mayor of the City of San Antonio is hereby authorized and directed when and if such building is acquired by the City and remodelled to execute leases in favor of the County of Bexar and the San Antonio Independent School District for a term of 99 years commencing not later than the date of the completion and acceptance of the remodelled building by the City of San Antonio.

2. The Mayor of the City of San Antonio is hereby further authorized and directed to execute a lease in favor of the State Health Department of the State of Texas covering sufficient room and space in such building, when, as and if acquired by the City of San Antonio and remodelled, to house the District Public Health personnel, at an annual rental of \$1.00 per year for a term of 99 years:

3. PASSED AND APPROVED this 30th day of March, A.D.1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

* * *

City of San Antonio
San Antonio, Texas

March 16th, 1942

Gentlemen:

In consideration of this company being kept free from any and all liability in connection therewith, the property known as Lots No. 16, 17, 18, 19 and the West 15 feet of Lot No. 20, in N.C.Bk. 1929 is hereby offered to you for use as a site for buildings of the Civilian Defense Program, and the use of this property is offered you free from rental charge.

It is understood and agreed however, should this company have use of said land for development purposes, you will remove any and all improvements within ten days after a notice is mailed you requesting such removal. For your information will say, at the present time there does not seem to be any early demand for this property, in sight.

Your signature on the line below provided for your acceptance will complete this agreement.

Yours truly,
FREDERICKSBURG ROAD INVESTMENT CO.
By L. E. Fite

ACCEPTED
CITY OF SAN ANTONIO
C. K. QUIN

ATTEST:

Jas. Simpson
City Clerk

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03-406

AN ORDINANCE (1111)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE A SURVEY AND EXPLORATION PERMIT IN FAVOR OF THE UNITED STATES GOVERNMENT COVERING A TRACT OF LAND 50 x 74.4 FEET IN SIZE, SITUATE IN NEW CITY BLOCK 928, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, 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 a Survey and Exploration Permit in favor of the United States Government covering a tract of land 50 x 74.4 feet in size, in New City Block 928, situate within the corporate limits of the City of San Antonio, Bexar County, Texas, copy of form of said Survey and Exploration Permit being hereto attached and made a part hereof.

2. PASSED AND APPROVED this the 2nd day of April, A.D. 1942.

C. K. QUIN
M A Y O R

ATTEST:

Jas. Simpson
City Clerk

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AN ORDINANCE (1130)

05-407

AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE RECEIPT OF NOTICE OF RENEWAL OF CONTRACT, AND EXTENSION OF SAID CONTRACT, FOR SEWAGE DISPOSAL SERVICE AT FORT SAM HOUSTON, TEXAS, FOR PERIOD OF ONE YEAR BEGINNING JULY 1, 1941 AND ENDING JUNE 30, 1942

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 Receipt of Notice of Renewal of Contract, and extension of said contract, No. W-409-qm-1640, dated June 21, 1940, for Sewage Disposal Service at Fort Sam Houston, Texas, for the period of one year beginning July 1, 1941 and ending June 30, 1942, upon the same terms and conditions as set out in the original contract.

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

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

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AN ORDINANCE (1131)

05-408

ACCEPTING THE BID OF L. B. HORN AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OF LEASE COVERING 322.44 ACRES OF LAND IN OLMOS BASIN

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

1. That the proposal of L. B. Horn, dated March 25th, 1942, to lease 322.44 acres of land lying north of and adjoining the Basse Road, and lying northwest of and adjoining the right-of-way of the I & GN Railroad, and said track being shown on plat in Engineer's Office of the City of San Antonio, Texas, and situate in Olmos Basin, at a rental of Forty Cents (\$0.40) per acre annually, for a term commencing April 1, 1942 and ending May 31, 1943, be and the same is hereby accepted.

2. That the Mayor be and he is hereby authorized to execute lease contract covering said 322.44 acres of land with L. B. Horn, on the terms and conditions set forth in said proposal, and in said lease contract on file in the office of the City Clerk.

3. All other bids are hereby rejected.

4. PASSED AND APPROVED this 9th day of April, A.D. 1942.

C. K. QUIN

M A Y O R

ATTEST:

Jas. Simpson
City Clerk

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AN ORDINANCE (1132)

05-409

AMENDING AN ORDINANCE ENTITLED "AN ORDINANCE AMENDING RULE 39 OF AN ORDINANCE ENTITLED 'AN ORDINANCE REGULATING THE GOVERNMENT OF TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO', PASSED AND APPROVED ON THE 8TH DAY OF DECEMBER, 1921, AS AMENDED", PASSED AND APPROVED ON THE 27TH DAY OF AUGUST, A.D. 1936, AS AMENDED

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

That Rule 39 of an ordinance entitled "AN ORDINANCE AMENDING RULE 39 OF AN ORDINANCE ENTITLED 'AN ORDINANCE REGULATING THE GOVERNMENT OF TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC