

AN ORDINANCE 08-208

AMENDING THE TRAFFIC ORDINANCE OF THE CITY OF SAN ANTONIO.

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

1. That an Ordinance regulating traffic on the streets, plazas and public places in the City of San Antonio, repealing all ordinances in conflict therewith and providing penalties, passed and approved on the 8th day of December, A. D. 1921, and as thereafter amended; be and the same is hereby further amended by adding thereto Rule 39-B, as follows:-

2. "Rule 39-B. It shall be unlawful for any vehicle to park between the hours of 7:00 A. M., and 9:00 A. M., on the following streets:-

Commerce Street from St. Joseph Street to Main Avenue;
 Market Street from South Alamo Street to Main Plaza;
 Houston Street from Nacogdoches Street to North Flores Street;
 Travis Street from Alamo Street to North Flores Street;
 Main Avenue from Commerce Street to Travis Street;
 Soledad Street from Commerce Street to Travis Street;
 St. Mary Street from Market Street to Travis Street;
 Navarro Street from Market Street to Travis Street;
 Presa Street from Market Street to Houston Street;
 Casino Street from Market Street to Commerce Street;
 Jefferson Street from Houston Street to Travis Street;
 Losoya Street from Commerce Street to Houston Street;
 Broadway from Houston Street to East Travis Street;
 Alamo Street from Houston Street to East Travis Street;
 Alamo Plaza, West Side, from Commerce Street to Houston Street;
 Alamo Plaza, East Side, from Commerce Street to Houston Street;
 Alamo Plaza, around Park, East, West, and South Sides;
 Alamo Plaza, around Small Park, East, West and South Sides;
 Alamo Street from Commerce Street to Market Street;
 College Street from St. Mary Street to Losoya Street;
 Crockett Street from St. Mary Street to Alamo Plaza.
 On East Commerce from St. Joseph Street to Bonham.

3. That said Ordinance be and the same is hereby further amended by the addition to Rule 39 as follows:

"On South St. Mary Street from Market Street to East Nueva Street;
 On South Alamo Street from Market Street to East Nueva Street;
 On Villita Street from Dwyer Avenue to Navarro Street;
 On Nueva Street from Dwyer Avenue to South St. Mary Street;
 On Navarro Street from West Market Street to East Nueva Street;"

4. This Ordinance, being for the preservation of public safety as expressed therein and being passed by four-fifths (4/5) vote of the Commissioners, shall go into effect at the time of its final passage.

5. PASSED AND APPROVED, this 1st day of July, A. D. 1929.

ATTEST: Fred Fries.
 City Clerk.

C. M. Chambers.
 Mayor.

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:
July 2nd, 3rd, 4th, 5th, 6th, 8th, 9th, 10th, 11th, 12th, 13th, 15th, 16th, 1929.

Thornton Hall.

Sworn to and subscribed before me this July 17 1929.

Edna Brown.
 Notary Public in and for Bexar County Texas.

AN ORDINANCE *08-209*

ACCEPTING THE PROPOSITION OF THE ALAMO NATIONAL BANK, FROST NATIONAL BANK, AND CITY NATIONAL BANK, OF SAN ANTONIO, TEXAS, TO ACT AS CITY DEPOSITORIES OF SAID CITY, FOR THE FISCAL YEAR 1929.

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

Section 1: That the following proposition of the Alamo National Bank of San Antonio, the Frost National Bank of San Antonio, and the City National Bank of San Antonio, viz:

Bid for Depository Contract.

The Alamo National Bank of San Antonio
The Frost National Bank of San Antonio
and
The City National Bank of San Antonio.

San Antonio, Texas July 1, 1929
July 1, 1929.

Honorable Mayor & Commissioners,
of the City of San Antonio, Texas.
Gentlemen:-

In Keeping with your advertisement inviting bids for depository for the City of San Antonio for the ensuing fiscal year, reference being here made to the terms and conditions set forth in said advertisement, the undersigned, The Alamo National Bank of San Antonio, The Frost National Bank of San Antonio and The City National Bank of San Antonio herewith submit the following proposal.

On daily balances on deposit with either of us, in all of the various funds of The City of San Antonio, we agree to allow interest at the rate of three and one-quarter (3-1/4) per cent per annum, calculated and credited monthly. The Alamo National Bank, the Frost National Bank, and the City National Bank to each be designated by The City of San Antonio as General Depositories and as Special Depositories eligible to receive all general and any special deposits of the City of San Antonio, either to be designated as fiscal agency for The City of San Antonio.

The proportion of the funds of the City of San Antonio which the three banks submitting this proposal agree shall be allotted to each is -

To each of said Banks Thirty Three and one third (33-1/3) per cent of all funds,

We agree and contract to furnish to The City of San Antonio satisfactory bonds covering the deposits allotted to us as to amount and form.

Respectfully submitted,

THE ALAMO NATIONAL BANK OF SAN ANTONIO
BY Walter P. Napier,
President.

THE FROST NATIONAL BANK OF SAN ANTONIO
BY J. H. Frost,
President.

THE CITY NATIONAL BANK OF SAN ANTONIO
By W. R. King.
President.

be and the same is hereby accepted, and in accordance therewith (upon their furnishing satisfactory bonds as provided therein), they are designated as general depositories and as and as special depositories, eligible to receive all general and any special deposits of the City of San Antonio, and also designated as fiscal agencies, either or any of them, for the City of San Antonio.

Section 2: That the following proposition of the Alamo National Bank of San Antonio, the Frost National Bank of San Antonio, and the City National Bank of San Antonio, viz:-

PROPOSAL FOR FINANCING CITY OF SAN ANTONIO.

By The Alamo National Bank of San Antonio
The Frost National Bank of San Antonio
and
The City National Bank of San Antonio.

San Antonio, Texas.
July 1, 1929.

Honorable Mayor and Commissioners
of the City of San Antonio, Texas:

Gentlemen:-

Providing that the joint bid of the undersigned, The Alamo National Bank of San Antonio, The Frost National Bank of San Antonio and The City National Bank of San Antonio, for depository contract, which bid accompanies this financing proposal, is accepted:

WE, The Alamo National Bank, The Frost National Bank and The City National Bank, offer to furnish the regular requirements of the City of San Antonio for the ensuing fiscal year, ending June 1st, 1930, as outlined in Clauses 1 to 1V.

- Clause 1. Interest to be charged at the rate of five (5%) per annum, calculated and payable monthly, as it accrues, notes, and / or advances to draw interest after maturity at the rate of six per cent (6%) per annum.
- Clause 11. Advances shall be on legally contracted warrants and / or notes, which instruments shall provide for final maturity of not later than July 1st, 1930, with privilege of prepayment prior to maturity, and which instruments shall be drawn in form mutually satisfactory to you and ourselves.
- Clause 111. The aggregate amount of warrants, notes, or other current obligations which shall be outstanding at any one time shall not exceed Ninety Per Cent (90%) of the estimated remaining uncollected and unpledged current revenue of the City of San Antonio for the current fiscal year, and the warrants and / or notes shall constitute a first lien upon such uncollected and unpledged revenues.
- Clause 1V. The proportion of financing, as above outlined, which each of the understanding banks propose to carry is, - The Alamo National Bank not over thirty three and one third per cent, ($33\frac{1}{3}\%$), The Frost National Bank not over thirty three and one third per cent, ($33\frac{1}{3}\%$) and the City National Bank not over Thirty three and one third per cent ($33\frac{1}{3}\%$).

For further information and details, reference is hereby made to the Charter and Ordinances of The City of San Antonio, and to the advertisement inviting proposals, as published in the press.

Respectfully submitted,
THE ALAMO NATIONAL BANK OF SAN ANTONIO
By Walter P. Napier, President.

THE FROST NATIONAL BANK OF SAN ANTONIO
By J. H. Frost, President.

THE CITY NATIONAL BANK OF SAN ANTONIO
By W. R. King, President.

be and the same is hereby accepted.

Section 3: That for the purpose of paying off the debts of the City of San Antonio incurred for current expenses during the present fiscal year, beginning June 1, A. D. 1929, and to pay the current expenses of said City for the remainder of said fiscal year, ending May 31, A. D. 1930, there shall be borrowed and secured from the Alamo National Bank of San Antonio, Texas, an advance of money for said purpose, in the amount of Nine Hundred Thousand (\$900,000.00) Dollars, and there shall be borrowed and secured from the Frost National Bank of San Antonio, Texas, an advance of money for said purpose, in the amount of Nine Hundred Thousand (\$900,000.00) Dollars, and there shall be borrowed and secured from the City National Bank of San Antonio, Texas, an advance of money for said purpose, in the amount of Nine Hundred Thousand (\$900,000.00) Dollars, which amounts do not exceed the current estimated income of said City for said fiscal year; and to evidence said loans, promissory notes of the City of San Antonio shall be executed and delivered to said Alamo National Bank of San Antonio, Texas, and said Frost National Bank of San Antonio, Texas, and said City National Bank of San Antonio, Texas, under and by virtue of the charter of said City, and the Constitution and laws of the State of Texas; said notes shall be numbered consecutively from one (1) to fifty-four (54), both inclusive, and shall be of the denomination of Fifty Thousand (\$50,000.00) Dollars each, aggregating the sum of Two Million, Seven Hundred Thousand (\$2,700,000.00) Dollars.

Section 4: One-third of said notes, to-wit: notes numbered 1,4,7,10,13,16,19,22,25,28, 31,34,37,40,43,46,49, and 52, shall be payable to the order of the Alamo National Bank of

of San Antonio, Texas, and one-third of said notes, to-wit: notes numbered 2,5,8,11,14,17,20, 23,26,29,32,35,38,41,44,47,50 and 53, shall be payable to the order of the Frost National Bank of San Antonio, Texas, and one-third of said notes, to-wit: notes numbered 3,6,9,12,15, 18,21,24,27,30,33,36,39,42,45,48,51, and 54, shall be payable to the order of the City National Bank of San Antonio, Texas; which notes shall be dated the day and date they are executed, shall become due and payable on or before the first day of July, A. D. 1930, and shall bear interest at the rate of five (5) per centum per annum from date thereof until paid; provided that interest shall be paid only on cash actually advanced on said notes, and only from the dates of such advancements; said notes shall be signed by the Mayor, countersigned by the City Auditor, attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes; provided, that said notes or advances made by said banks to said City shall draw interest after their maturity, at the rate of six per cent per annum; all advances to be made on legally contracted warrants and / or notes, which instruments shall provide for final maturity of not later than July 1, 1930, with privilege of pre-payment prior to maturity; the aggregate amount of warrants, notes, or other current obligations which shall be outstanding at any one time, shall not exceed ninety per cent (90%) of the estimated remaining uncollected and unpledged current revenue of the City of San Antonio for the current fiscal year, and the warrants and / or notes shall constitute a first lien upon such uncollected and unpledged revenues arising from taxation and all other sources for the fiscal year beginning June 1, 1929, and ending May 31, 1930, and said revenues are hereby irrevocably pledged for the payment of said notes and advances; and said notes and all interest thereon shall be paid from said current income before such revenues may^{be}/lawfully appropriated to any other purpose or object whatsoever.

Section 5: That the proceeds of said loans shall be used, first, to take up and pay off the outstanding indebtedness incurred for current expenses of said City during the present fiscal year, and the remainder of said proceeds shall be advanced as the notes are delivered by the City, and such proceeds shall be deposited to the credit of the City of San Antonio, under the provisions of the City Depository contract, laws and ordinances, to be used in payment of the current expenses of said City for the remainder of said current fiscal year.

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

No. _____ \$50,000.00

UNITED STATES OF AMERICA,
THE STATE OF TEXAS,
COUNTY OF BEXAR.

CITY OF SAN ANTONIO PROMISSORY NOTE.

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledges itself indebted, and hereby promises to pay to the order of _____ National Bank, of San Antonio, Texas, on or before the 1st day of July, A. D. 1930, the principal sum of FIFTY THOUSAND (\$50,000.00) DOLLARS in lawful money of the United States of America, together with interest thereon from date hereof until paid, at the rate of Five (5) per centum per annum, payable monthly.

This note is one of a series of Fifty-four (54) notes, numbered from One (1) to Fifty-four (54) inclusive, of the denomination of Fifty Thousand (\$50,000.00) Dollars each, aggregating TWO MILLION, SEVEN HUNDRED THOUSAND (\$2,700,000.00) DOLLARS, authorized to be issued from time to time by the City of San Antonio to the Alamo National Bank, of San Antonio, Texas, the Frost National Bank, of San Antonio, Texas, and the City National Bank, of San Antonio, Texas,

in equal amounts, evidencing loans made to said City by said Banks, for the purpose of paying off certain indebtednesses incurred for current expenses of said City during the fiscal year beginning June 1, A. D. 1929, and to supply the needed funds to pay current expenses for said City for the remainder of said fiscal year, ending May 31, A. D. 1930, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio, and the Constitution and laws of the State of Texas, and in pursuance of an ordinance passed by the Commissioners of said City on the ____ day of July, A. D. 1929, which ordinance is recorded in Volume ____ on page _____ et seq., of the Minutes of said City Commissioners.

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

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this series of notes, have been properly done and performed, and have happened in regular and due time, form and manner, as required by law; and that the full faith and credit of said City of San Antonio, and the taxes and current revenues of said City of the fiscal year June 1, A. D. 1929 to May 31, 1930, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes.

IN TESTIMONY WHEREOF the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk of said City, this the ____ day of _____ A. D. 192__.

CITY OF SAN ANTONIO, TEXAS,

By _____
MAYOR, CITY OF SAN ANTONIO, TEXAS.

Countersigned:

ATTEST:

Auditor, CITY OF SAN ANTONIO, Texas.

CITY CLERK, CITY OF SAN ANTONIO, TEXAS.

Section 7: That the Mayor of said City be and he is hereby authorized and directed to deliver said promissory notes to the payees thereof, upon payment by said payees, or either of them, of the amount designated in each of said notes; said notes to be delivered to said payees in the consecutive numerical order herein above designated.

PASSED AND APPROVED, this 22nd day of July, A. D. 1929.

C. M. Chambers.
Mayor, City of San Antonio, Texas.

ATTEST: Fred Fries.

City Clerk, City of San Antonio,
Texas.

AN ORDINANCE 98-210

AMENDING SECTION TWO OF THE "JITNEY" ORDINANCE PASSED ON THE 30TH DAY OF JANUARY, A. D. 1922'.

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

That Section Two of an Ordinance passed and approved November 5, 1928, and recorded in Ordinance Book "G", pages 530-531, Section Two of an ordinance passed and approved July 9, 1928, and recorded in Ordinance Book G, page 522, amending Section Two of an Ordinance passed and approved January 23, 1928, and recorded in Ordinance Book G, pages 446-447, amending Section Two of an Ordinance passed and approved July 26, 1926, and recorded in Ordinance Book G, page 331, amending Section Two of an Ordinance passed and approved July 26, 1926, and recorded in Ordinance Book G, pages 330-331, amending Section Two of an Ordinance passed and approved July 26, 1926, and recorded in Ordinance Book G, pages 329-330, amending Section Two of an Ordinance passed and approved April 5, 1926 and recorded in Ordinance Book G, page 311, amending Section Two of an Ordinance passed and approved June 30, 1924, and recorded in Ordinance Book G, page 175, amending Section Two of an Ordinance passed and approved May 26, 1924, and recorded in Ordinance Book G, 164, amending Section Two of an Ordinance passed and approved May 19, 1924, and recorded in Ordinance Book G, page 163, amending Section Two of an Ordinance passed and approved May 5, 1924, and recorded in Ordinance Book G, page 161, amending Section Two of an Ordinance passed and approved January 30, 1922, and recorded in Ordinance Book "F", pages 618-619, amending Section Two of an Ordinance passed and approved December 1, 1921, and recorded in Ordinance Book F, pages 599-605, be and the same is hereby amended by adding thereto the following Section:-

"SEVENTEENTH ROUTE".

Beginning at Presa Street and Market Street;
Thence East on Market Street to South Alamo Street;
Thence South on South Alamo Street to Probandt Street;
Returning over the same route in the inverse order
to Nueva Street and South Alamo Street;
Thence West on Nueva Street to Presa Street;
Thence North on Presa Street to Market Street;
the place of beginning.

Every motor vehicle operated on this SEVENTEENTH ROUTE shall have a seating capacity of not less than Twenty (20) persons and be completely enclosed by metal or wood sides and glass windows; no motor vehicle shall be operated on this SEVENTEENTH ROUTE unless equipped with pneumatic tires; and on this SEVENTEENTH ROUTE there shall be maintained a schedule whereby local transportation shall be furnished from six o'clock in the morning until twelve o'clock the following night, at intervals of not less than thirty (30) minutes.

PASSED AND APPROVED, on this 1st day of July, A. D. 1929.

ATTEST: Fred Fries.
City Clerk.

C. M. Chambers.
Mayor.

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

Before me, the undersigned authority, on this day personally appeared _____, who being by me duly sworn, says on oath that he is one of the publishers 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; July, 2,3,4,5,6,8,9,10,11,12, 1929.

Sworn to and subscribed before me this _____ 1929.

--- Notary Public in and for Bexar County, Texas.

AN ORDINANCE 08-211

Approving bond of the Frost National Bank, as a City Depository.

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

That the bond of the Frost National Bank, of San Antonio, Texas, as a general and special depository of City funds, with J. H. Frost and L. L. Lentz, as sureties, dated the 8th day of July, A. D. 1929, in the sum of One Million, Nine Hundred Thousand (\$1,900,000.00) Dollars, be and the same is hereby approved.

PASSED AND APPROVED this the 22nd day of July, A. D. 1929.

C. M. Chambers.
Mayor.

ATTEST: Fred Fries.
City Clerk.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

That THE FROST NATIONAL BANK, of San Antonio, Texas, a national banking corporation organized and existing under the laws of the United States, as principal, and J. H. Frost and L. L. Lentz, as sureties, are held and firmly bound to pay unto the City of San Antonio, a municipal corporation, of the State of Texas, in the County of Bexar, the sum of ONE MILLION, NINE HUNDRED THOUSAND (\$1,900,000.00) DOLLARS, at San Antonio, Texas, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION, HOWEVER, ARE SUCH that whereas, the above bounden principal has been duly selected by the Commissioners of the City of San Antonio as a general and special depository of and for one-third (1/3), more or less, of the funds belonging to or controlled by said City, as provided in the ordinance making such designation, and said depository has obligated itself to pay to said City, interest on daily balances of all such funds, at the rate of three and one-fourth (3-1/4) per cent per annum, to be computed and paid monthly, and has further obligated itself to lend to said City, one-third (1/3) of such amounts as the Commissioners of said City may desire to borrow, to meet the expenditures of said City for the current 1929 fiscal year, as based on the tentative budget of said City for such year, said City to pay interest on all such loans from the date thereof at the rate of five (5) per cent per annum, calculated and payable monthly as it accrues, and after maturity at the rate of six (6) per cent per annum, the City to secure such loans and issue notes therefor, all as provided by the Finance Ordinance of the City; and

WHEREAS, the further conditions of this obligation are such that the said banking corporation shall and will faithfully perform all the duties and obligations devolving upon it as such depository by law, or by the charter and ordinances of said City, and especially what is known as the "Finance Ordinances" of the the City; and shall and will well and truly pay upon presentation all warrants and checks properly drawn upon it on behalf of said City against any and all funds so deposited or credited, whenever any such fund or funds shall be in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that all funds and moneys of the City of San Antonio so deposited, together with all special trust funds so deposited by said City, shall and will be faithfully kept and, with the interest thereon, properly and correctly disbursed, paid over and accounted for according to law, and the charter and ordinances of said City.

And it is further agreed by all parties hereto, including sureties, that this bond shall be held to be an independent common obligation in accordance with its face and tenor, as well as a bond required by statute, charter and ordinance; and all proceedings and prerequisites herein recited or required by law as preliminaries to the selection of such depository shall be conclusively presumed to have been duly and regularly had and preformed before the execution of this bond; wholly regardless of defects or omissions, if any, in such preliminaries; and that at the time when this bond is presented to the City for approval the names of all sureties expected to join in this bond appear as signatories hereto;

NOW THEREFORE, if the said depository or principal hereinbefore named shall well and truly comply with all the terms and conditions of this obligation, then and in such case this obligation shall become null and void; otherwise to remain in full force and effect.

This bond is in addition to any and all bonds or other obligations heretofore given to the City of San Antonio, and is independent of all such other bonds or obligations, and shall in no manner impair or release them.

IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said bank, and of each incorporated surety, if any, this 8th day of July, A. D. 1929.

THE FROST NATIONAL BANK OF SAN ANTONIO.

By J. H. Frost.
President.

J. H. Frost.

L. L. Lentz.

(BANK SEAL)

ATTEST: Robt. C. Smith
Cashier.

Approved by the Mayor and Commissioners by ordinance passed and approved this 22nd day of July, A. D. 1929.

Fred Fries.
City Clerk.

(SEAL).

AN ORDINANCE *08-212*

Approving bond of the City National Bank, as a City depository.

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

That the bond of the City National Bank, of San Antonio, Texas, as a general and special depository of City funds, with W. W. Collier, R. F. Spencer, A. Kronkosky, Harry H. Rodgers, Frederick Terrell and W. R. King, as sureties, dated the 15th day of July, A. D. 1929, in the sum of One Million, Nine Hundred Thousand (\$1,900,000.00) Dollars, be and the same is hereby approved.

PASSED AND APPROVED this the 22nd day of July, A. D. 1929.

C. M. Chambers.
Mayor.

ATTEST: Fred Fries.
City Clerk.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

That THE CITY NATIONAL BANK, of San Antonio, Texas, a national banking corporation organized and existing under the laws of the United States, as principal, and W. W. Collier, R. F. Spencer, A. Kronkosky, Harry H. Rodgers, Frederick Terrell, and

W. R. King as sureties, are held and firmly bound to pay unto the City of San Antonio, a municipal corporation, of the State of Texas, in the County of Bexar, the sum of ONE MILLION, NINE HUNDRED THOUSAND (\$1,900,000.00) DOLLARS, at San Antonio, Texas, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION, HOWEVER, ARE SUCH that whereas, the above bounden principal has been duly selected by the Commissioners of the City of San Antonio as a general and special depository of and for one-third ($1/3$), more or less, of the funds belonging to or controlled by said City, as provided in the ordinance making such designation, and said depository has obligated itself to pay to said City, interest on daily balances of all such funds, at the rate of three and one-fourth ($3-1/4$) per cent per annum, to be computed and paid monthly, and has further obligated itself to lend to said City, one-third ($1/3$) of such amounts as the Commissioners of said City may desire to borrow, to meet the expenditures of said City for the current 1929 fiscal year, as based on the tentative budget of said City for such year, said City to pay interest on all such loans from the date thereof, at the rate of five (5) per cent per annum, calculated and payable monthly as it accrues, and after maturity at the rate of six (6) per cent per annum, the City to secure such loans and issue notes therefor, all as provided by the Finance Ordinance of the City; and

WHEREAS, the further conditions of this obligation are such that the said banking corporation shall and will faithfully perform all the duties and obligations devolving upon it as such depository by law, or by the charter and ordinances of said City, and especially what is known as the "Finance Ordinances" of the City; and shall and will and truly pay upon presentation all warrants and checks properly drawn upon it on behalf of said City against any and all funds so deposited or credited, whenever any such fund or funds shall in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that all funds and moneys of the City of San Antonio so deposited, together with all special trust funds so deposited by said City, shall and will be faithfully kept and, with the interest thereon, properly and correctly disbursed, paid over and accounted for according to law, and the charter and ordinances of said City.

And it is further agreed by all parties hereto, including sureties, that this bond shall be held to be an independent common obligation in accordance with its face and tenor, as well as a bond required by statute, charter and ordinance; and all proceedings and prerequisites herein recited or required by law as preliminaries to the selection of such depository shall be conclusively presumed to have been duly and regularly had and performed before the execution of this bond; wholly regardless of defects or omissions, if any, in such preliminaries; and that at the time when this bond is presented to the City for approval the names of all sureties expected to join in this bond appear as signatories hereto;

NOW THEREFORE, if the said depository or principal hereinbefore named shall well and truly comply with all the terms and conditions of this obligation, then and in such case this obligation shall become null and void; otherwise to remain in full force and effect.

This bond is in addition to any and all bonds or other obligations heretofore given to the City of San Antonio, and is independent of all such other bonds or obligations, and shall in no manner impair or release them.

IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said bank, and of each incorporated surety, if any, this 15th day of July, A. D. 1929.

THE CITY NATIONAL BANK OF SAN ANTONIO.

By W. R. King.
President.

(BANK SEAL)

ATTEST: A. S. Engelke.
Cashier.

W. W. Collier.

R. F. Spencer.

A. Kronkosky.

Harry H. Rodgers.

Frederick Terrell.

W. R. King.

Approved by the Mayor and Commissioners,
by ordinance passed and approved this 22nd
day of July, A. D. 1929.

Fred Fries.
City Clerk.

(SEAL)

AN ORDINANCE 88-213

Approving bond of the Alamo National Bank, as a City depository.

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

That the bond of the Alamo National Bank, of San Antonio, Texas, as a general and special depository of City funds, with Ernest Steves, Walter P. Napier, Otto Meerscheidt, Joseph Courand, G. A. C. Halff, and Ernest L. Brown, as sureties, dated the 12th day of July, A. D. 1929, in the sum of One Million, Nine Hundred Thousand (\$1,900,000.00) Dollars, be and the same is hereby approved.

PASSED AND APPROVED this the 22nd day of July, A. D. 1929.

ATTEST: Fred Fries.
City Clerk.

C. M. Chambers.
Mayor.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

That THE ALAMO NATIONAL BANK, of San Antonio, Texas, a national banking corporation organized and existing under the laws of the United States, as principal, and Ernest Steves, Walter P. Napier, Otto Meerscheidt, Joseph Courand, G. A. C. Halff, and Ernest L. Brown, as sureties, are held and firmly bound to pay unto the City of San Antonio, a municipal corporation, of the State of Texas, in the County of Bexar, the sum of ONE MILLION, NINE HUNDRED THOUSAND (\$1,900,000.00) DOLLARS, at San Antonio, Texas, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION, HOWEVER, ARE SUCH that whereas, the above bounden principal has been duly selected by the Commissioners of the City of San Antonio as a general and special depository of and for one-third (1/3), more or less, of the funds belonging to or controlled by said City, as provided in the ordinance making such designation, and said depository has obligated itself to pay to said City, interest on daily balances of all such funds, at the rate of three and one-fourth (3-1/4) per cent per annum, to be computed and paid monthly, and has further obligated itself to lend to said City, one-third (1/3) of

such amounts as the Commissioners of said City may desire to borrow, to meet the expenditures of said City for the current 1929 fiscal year, as based on the tentative budget of said City for such year, said City to pay interest on all such loans from the date thereof, at the rate of five (5) per cent per annum, calculated and payable monthly as it accrues, and after maturity at the rate of six (6) per cent per annum, the City to secure such loans and issue notes therefor, all as provided by the Finance Ordinance of the City; and that the said banking corporation shall and will faithfully perform all the duties and obligations devolving upon it as such depository by law, or by the charter and ordinances of said City, and especially what is known as the "Finance Ordinances" of the City; and shall and will well and truly pay upon presentation all warrants and checks properly drawn upon it on behalf of said City against any and all funds so deposited or credited, whenever any such fund or funds shall be in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that all funds and moneys of the City of San Antonio so deposited, together with all special trust funds so deposited by said City, shall and will be faithfully kept, and, with the interest thereon, properly and correctly disbursed, paid over and accounted for according to law, and the charter and ordinances of said City.

And it is further agreed by all parties hereto, including sureties, that this bond shall be held to be an independent common obligation in accordance with its face and tenor, as well as a bond required by statute, charter and ordinance; and all proceedings and prerequisites herein recited or required by law as preliminaries to the selection of such depository shall be conclusively presumed to have been duly and regularly had and performed before the execution of this bond; wholly regardless of defects or omissions, if any, in such preliminaries; and that at the time when this bond is presented to the City for approval the names of all sureties expected to join in this bond appear as signatories hereto;

NOW THEREFORE, if the said depository or principal herein before named shall well and truly comply with all terms and conditions of this obligation, then and in such case this obligation shall become null and void; otherwise to remain in full force and effect.

This bond is in addition to any and all bonds or other obligations heretofore given to the City of San Antonio, and is independent of all such other bonds or obligations, and shall in no manner impair or release them.

IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said bank, and of each incorporated surety, if any, this 12th day of July, A. D. 1929.

THE ALAMO NATIONAL BANK OF SAN ANTONIO

By Walter P. Napier.
President.

Ernest Steves.

Walter P. Napier.

Otto Meerscheidt.

Joseph Courand.

G. A. C. Halff.

Ernest L. Brown.

(BANK SEAL)

ATTEST: Thos. R. Lentz.
Cashier.

Approved by the Mayor and Commissioners
by ordinance passed and approved this
22nd day of July, A. D. 1929.

Fred Fries.
City Clerk.

(SEAL)

AN ORDINANCE *98-214*

FIXING THE AMOUNT OF TOLL FOR MAINTAINING GASOLINE PUMPS, OIL PUMPS, ETC., UPON SIDEWALKS, AND ADJACENT THERETO.

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

1. That every person, firm or corporation who uses any part of the sidewalks in the City of San Antonio, as the situation for any gasoline pump, oil pump or dispenser, air hose, or water hose; or, who uses the same and the appurtenances thereof, where not so situated, to deliver gasoline, oil, air or water, directly to any vehicle upon a sidewalk, or a roadway, or part thereof, shall pay yearly the following toll to the City of San Antonio, for the privilege of such use:-

For each Gasoline pump - - - - -	\$	75.00;
For each Oil Pump or Dispenser - - - - -	\$	50.00;
For each Air Hose - - - - -	\$	25.00;
For each Water Hose - - - - -	\$	25.00.

2. The stipulations in this Ordinance shall not apply to the gasoline pumps, oil pumps or dispensers, air hoses or water hoses of a drive-in filling-station, as defined by the Ordinances of the City of San Antonio, except when the gasoline pump, oil pump or dispenser, air hose or water hose is so situated that gasoline, oil, air or water can be delivered directly by the appurtenances thereof, to a vehicle on the sidewalk, or the roadway, or a part thereof, and not on private property.

3. The privilege of the use allowed by the conditions of this ordinance, shall not be granted to any person who does not have exclusive possession and control of the realty abutting the particular part of the sidewalk used.

4. The toll levied by this Ordinance shall be due and payable in advanced, on the 1st day of June of each year, and shall be paid to the License and Dues Collector of the City of San Antonio, and the privilege shall expire on the 31st day of May of each year.

5. Any person who shall be required to pay after the 1st day of June on account of beginning the use of the sidewalks, streets and public places, shall pay at the time the use thereof begins, and the toll shall be collected for the quarter in which each receipt is issued, to the end of the fiscal year.

6. The Collector shall issue a receipt and an identification tag to the person, firm or corporation paying the toll, and each tag shall be attached permanently to each pump, tank, air hose or water hose for which it is issued.

7. Upon the termination of the use for which toll has been paid, the Commissioners of the City of San Antonio shall refund the share of the toll, from the expiration of the quarter of the fiscal year in which the use ceased, cancel the receipt and take up the tag.

8. The privilege is not transferable, except by the surrender of the receipt, the issue of a new receipt. and the payment of a charge of ten per cent of the toll; and, the dissolution of any corporation, or association, and the change of the individual status of any person, or the right in the realty, shall be in effect a transfer, and be governed by this paragraph.

9. No increase shall be permitted in the number of gasoline pumps, oil pumps, or dispensers, air hose or water hoses now on the sidewalks in the FIRE PROFF DISTRICT A as it now is or may be defined hereafter.

10. The Mayor shall appoint inspectors with the authority of special policeman with a salary fixed by the Commissioners, who shall be charged specifically to enforce this

ordinance, and to keep the sidewalks clear and free from gasoline, oil grease, hoses, and other obstructions, and safe for pedestrians.

11. Each and every violation of any part of this ordinance shall constitute a separate offence; and, each and every day of a violation of this ordinance in the same manner, shall constitute a separate offense; and, shall be punishable as herein provided.

12. Any person violating any of the stipulations of this ordinance, upon conviction, shall be fined in any sum not to exceed \$100.00.

13. The holding, or the adjudication that any section, subdivision of any section or any part of any subdivision of any section of this ordinance, is invalid, shall not effect the validity of any other section or subdivision of any section or any part of any subdivision of section of this ordinance; but all other sections, subdivisions of sections and parts of subdivisions of sections, shall be and remain in full force and effect, as if independently ordained.

14. This ordinance shall not repeal any provision of any other ordinance of the City of San Antonio, except where such other ordinance is in direct conflict with the express stipulations of this ordinance.

EMERGENCY CLAUSE

WHEREAS, the wide spread interference with the preferred use of sidewalks by pedestrians, by the encroachments upon, and obstructions on the sidewalks of the city, in the nature of pumps, containers and dispensers for gasoline and oil, and air hoses and water hoses and their connections, placed there by the tenants of the adjacent premises, amounts to a permanent interference with the public use of the public ways to such an extent that it affects public safety adversely, so that the same is a common nuisance which demands control, regulation, and abatement by the exercise of the police power inherent in the City of San Antonio; creates an urgency and an emergency apparent from the context of this ordinance, for the immediate preservation of order, good government and public safety, that requires that this ordinance become effective at once;

THEREFORE, it is ordained that upon the passage of this ordinance by a vote of four-fifths of the Commissioners, that this ordinance shall become effective from and after the date of its passage, as made and provided in the Charter of the City of San Antonio.

15. PASSED AND APPROVED, this 29th day of July, A. D. 1929.

ATTEST: Fred Fries.
City Clerk.

C. M. Chambers.
Mayor.

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; July 30th, 31st, & August 1st, 2nd, 3rd, 5th, 6th, 7th, 8th, 9th, 1929.

Thornton Hall.

Sworn to and subscribed before me this August 12, 1929.

Edna Brown.

Notary Public in and for Bexar County,
Texas.