

## AN ORDINANCE 88-101

AUTHORIZING THE ISSUANCE, EXECUTION AND DELIVERY OF CITY OF SAN ANTONIO PROMISSORY NOTES, TO EVIDENCE MONEY BORROWED FOR THE USE OF THE CITY OF SAN ANTONIO FOR PAYMENT OF OPERATING EXPENSES OF SAID CITY FOR THE FISCAL YEAR ENDING MAY 31, 1923; PLEDGING AS SECURITY FOR SUCH LOAN THE UNCOLLECTED TAXES AND REVENUES OF SAID CITY FOR SAID FISCAL YEAR AND THE PRECEDING YEARS.

WHEREAS, the City of San Antonio needs to borrow money for the purposes of paying operating expenses of said City during the fiscal year ending May 31, 1923, in anticipation of the receipts of uncollected taxes levied for that year and current revenues therefor; and

WHEREAS, the City National Bank of San Antonio, Texas, has submitted a proposition to the Commissioners of the City of San Antonio to loan to said City the funds required to pay said expense debts, incurred during said fiscal year ending May 31st, 1923, and to accept from said City to evidence such loan, promissory notes bearing five per centum (5%) annual interest, which proposition has been accepted by said Commissioners; THEREFORE:

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

Section 1: That for the purpose of paying off the debts of the City of San Antonio incurred for current expenses during the fiscal year ending May 31, 1923, there shall be borrowed and secured from the City National Bank of San Antonio, Texas, an advance of money for said purposes in the amount of NINETY-FIVE THOUSAND (\$95,000.00) DOLLARS, which amount does not exceed the estimated income of said City for said fiscal year.

Section 2: That to evidence such loan, promissory notes of the City of San Antonio shall be executed and delivered to 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.

Section 3: Said notes shall be numbered consecutively, from one (1) to nine (9), both inclusive, notes numbered one (1) to eight (8), both inclusive, shall be of the denomination of TEN THOUSAND (\$10,000.00) DOLLARS, each, and note numbered nine (9) shall be of the the denomination of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, aggregating the said sum of NINETY-FIVE THOUSAND (\$95,000.00) DOLLARS.

Section 4: Said notes shall be payable to the order of the City National Bank of San Antonio, Texas, and shall be dated the twenty-seventh day of July, 1925, and become due and payable on the first day of June, 1927, and shall bear interest at the rate of five per centum (5%) per annum from date thereof until paid.

Section 5: Said notes shall be signed by the Mayor, Countersigned by the City Auditor and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed on each of said notes.

Section 6: That to secure the payment of said notes, and all interest thereon, the current revenues of the City of San Antonio, arising from taxation, and all other sources, including the surplus of the revenues and income of said City for any other proceeding fiscal year after all current debts and obligations of such other year have first been paid in accordance with Section 52 of the Charter of said City are hereby irrevocably pledged; and said notes, and all interest thereon, shall be paid from said income before such revenues may be lawfully appropriated to any other purposes or object whatsoever.

Section 7: That the proceeds of said loan shall be used to take up and pay off the outstanding indebtedness incurred for current expenses of said City during said fiscal year ending May 31, 1923.

Section 8: The form of said notes shall be substantially as follows, the notes numbered from one (1) to eight (8), both inclusive, being in the sum of TEN THOUSAND (\$10,000.00), DOLLARS each, and note numbered nine (9) being in the sum of FIFTEEN THOUSAND (\$15,000.00).

No. \_\_\_\_\_

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

CITY OF SAN ANTONIO PROMISSORY NOTE.

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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 The City National Bank of San Antonio, Texas, on the 1st, day of June, 1927, the principal sum of \_\_\_\_\_ Dollars, in lawful money of the United States of America, together with interest thereon, from date hereof until paid, at the rate of five per centum (5%) per annum, payable annually.

This note is one of a series of nine (9) notes, numbered consecutively from one (1) to nine (9) inclusive, of the following denomination:

No. 1, for	-----	\$10,000.00
No. 2, for	-----	10,000.00
No. 3, for	-----	10,000.00
No. 4, for	-----	10,000.00
No. 5, for	-----	10,000.00
No. 6, for	-----	10,000.00
No. 7, for	-----	10,000.00
No. 8, for	-----	10,000.00
No. 9, for	-----	15,000.00

aggregating NINETY-FIVE THOUSAND (\$95,000.00) DOLLARS, this day given by the City of San Antonio to the City National Bank of San Antonio, Texas, evidencing a loan made to said City by said bank, for the purpose of paying off certain indebtednesses incurred for operating expenses of the said City during the fiscal year ending May 31, 1923; said notes having been issued under and by virtue of the Charter 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 the City of San Antonio on the 27th day of July, 1925, which ordinance is recorded in Vol. G page \_\_\_\_\_ et seq. of the minutes of said City Commissioners.

The date of this note, is conformity with said ordinance in July 27th, 1925.

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 preformed, and have happened in regular and due time, form and manner, as required by law; and that the full faith and credit of the said City of San Antonio, and the taxes and revenues collected for the General Fund for the fiscal year ending May 31, 1923, and all proceedings years, as provided in said ordinance passed July 27th, 1925, are hereby irrevocably pledged for the punctual payment of the principal, and interest of this series of notes.

The City of San Antonio reserves the right to pay any or all of this series of notes at semi-annual periods by payment of the principal and accrued interest.

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, as of the 27th day of July, 1925.

CITY OF SAN ANTONIO, TEXAS.

By \_\_\_\_\_ Mayor.

Countersigned:

\_\_\_\_\_  
Auditor, City of San Antonio,  
Texas.

Attest: \_\_\_\_\_  
City Clerk, City of  
San Antonio, Texas.

Section 9: BE IT FURTHER ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, That John W. Tobin, Mayor of said City, be and he is hereby authorized and directed to deliver said promissory notes to the City National Bank of San Antonio, Texas, upon payment by said Bank of the amounts designated therein.

Section 10: This ordinance is passed in lieu of An Ordinance passed and approved at a meeting of the Commissioners held on the 30th day of July, 1923, entitled "An Ordinance Authorizing the issuance, execution and delivery of the City of San Antonio Promissory Notes,

to evidence money borrowed for the use of the City of San Antonio for the payment of operating expenses of said City for the fiscal year ending May 31st, 1923; Pledging as security for such loan the uncollected Taxes and revenues of said City for said fiscal year and the proceeding years", recorded in Volume E, on pages 499 etc. of the Minutes of the Proceedings of the Commissioners of the City of San Antonio, which ordinance is hereby in all things repealed, and the notes issued thereunder now outstanding cancelled.

PASSED AND APPROVED this, 27th day of July, 1925.

Jno. W. Tobin.  
Mayor, City of San Antonio, Texas.

Attest: Fred Fries.  
City Clerk.

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AN ORDINANCE *92-102*

APPROVING THE BOND OF OTTO WAHRMUND AS A MEMBER OF THE WATER WORKS BOARD OF TRUSTEES.

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

That the bond of Otto Wahrmond, as a member of the Water Works Board of Trustees, in the sum of Twnety-five Thousand (\$25,000.00) Dollars, payable to the City of San Antonio, with the NEW AMSTERSAM CASUALTY COMPANY, as surety, dated June 1, 1925, be and the same is hereby approved.

PASSED AND APPROVED, this 27th day of July, A. D. 1925.

Jno. W. Tobin.  
Mayor.

Attest: Fred Fries.  
City Clerk.

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OFFICIAL BOND

THE STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO

DEPARTMENT of Water-Works.

KNOW ALL MEN BY THESE PRESENTS;

That We, Otto Wahrmond as principal and the undersigned as Surety are held and firmly bound to pay unto said City of San Antonio, at San Antonio, Bexar County, Texas, the sum of Twenty-five Thousand (\$25,000.00) DOLLARS: for the payment of which well and truly to be made in unto said City we do each hereby bind ourselves and our respective heirs, exesutors, administrators and successors, jointly and severally, by these presents.

Executed in San Antonio, Texas, and dated this 1st day of June, A. D. 1925.

THE CONDITION OF THE ABOVE OBLIGATION, however, is such that, Whereas, the above bounden principal was duly appointed a member of the "Water-Works Board of Trustees" in and for said City of San Antonio, and has accepted said position subject to the provisions of the ordinances of said City, and desires to give bond for the faithful performance of the duties of said position:

NOW THEREFORE, if the said Principal shall faithfully perform and discharge all the duties now or hereafter lawfully incumbent on him, or required of him by the charter and ordinances of said City, as a member of said Board, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS BOND shall be subject to successive recoveries for separate defaults; and shall be good in accordance with its face, tenor and conditions as a common law obligation, as well as a bond which may have been required by law, charter or ordinance; and each surety guarantees that all sureties expected to sign this bond have so signed before same is delivered to said City.

IN TESTIMONY WHEREOF, Witness the personal signature of said principal and the signature of said surety or sureties, together with the corporate seal of each incorporated surety, if any, affixed hereto by the undersigned thereunto lawfully authorized.

Otto Wahrmond.  
Principal.

New Amsterdam Casualty Company.  
Surety.

Geo. P. Saur.  
By Louis R. Saur,  
Attorney-in-fact.

New Amsterdam Casualty Company.  
Surety.

By Louis R. Saur.  
Attorney-in-fact.

Approved by the Mayor and the Commissioners by Ordinance passed and approved this 27th, day of July, A. D. 1925.

Fred Fries.  
City Clerk.

THE STATE OF TEXAS,  
COUNTY OF BEXAR.

BEFORE ME, the undersigned, a Notary Public in and for the County of Bexar, in the State of Texas, on this day personally appeared Louis R. Saur, known to me to be the person whose name is subscribed to the foregoing instrument, as the attorney-in-fact of NEW AMSTERDAM CASUALTY COMPANY, and acknowledged to me that he subscribed the name of NEW AMSTERDAM CASUALTY COMPANY thereto as principal and his own name as attorney in fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth

Given under my hand and the seal of office, this the 24th day of July, A. D. 1925.

E. J. Allison.  
Notary Public, Bexar County, Texas.

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AN ORDINANCE 08-103

APPROVING THE BOND OF SAMUEL B. WELLER AS A MEMBER OF THE WATER WORKS BOARD OF TRUSTEES.

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

That the bond of Samuel B. Weller, as a member of the Water Works Board of Trustees, in the sum of Twenty-five Thousand (\$25,000.00) Dollars, payable to the City of San Antonio, with the NEW AMSTERDAM CASUALTY COMPANY, as surety, dated June 1, 1925, be and the same is hereby approved.

PASSED AND APPROVED, this 27th day of July, A. D. 1925.

Attest: Fred Fries.  
City Clerk.

Jno. W. Tobin.  
Mayor.

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## OFFICIAL BOND

THE STATE OF TEXAS

COUNTY OF BEXAR

DEPARTMENT of Water-Works.

CITY OF SAN ANTONIO

KNOW ALL MEN BY THESE PRESENTS:

That We, Samuel B. Weller, as Principal and the undersigned as Surety are held and firmly bound to pay unto said City of San Antonio, at San Antonio, Bexar County, Texas, the sum of Twenty-five Thousand (\$25,000.00) DOLLARS: for the payment of which well and truly to be made in unto said City we do each hereby bind ourselves and our respective heirs, executors, administrators and successors, jointly and severally, by these presents.

Executed in San Antonio, Texas, and dated this 1st day of June, A. D. 1925.

THE CONDITION OF THE ABOVE OBLIGATION, however, is such that, Whereas, the above bounded principal, was duly appointed a member of the "Water-Works Board of Trustees" in and for said City of San Antonio, and has accepted said position subject to the provisions of the ordinances of said City, and desires to give bond for the faithful performance of the duties of said position.

NOW THEREFORE, if the said Principal shall faithfully perform and discharge all the duties now or hereafter lawfully incumbent on him, or required of him by the charter and ordinances of said City, as a member of said Board, then this obligation shall be null and void, otherwise to remain in full force and effect.

THIS BOND shall be subject to successive recoveries for separate defaults; and shall be good in accordance with its face, tenor and conditions as a common law obligation, as well as a bond which may have been required by law, charter or ordinance; and each surety guarantees that all sureties expected to sign this bond have so signed before same is delivered to said City.

IN TESTIMONY WHEREOF, Witness the personal signature of said principal and the signature of said surety or sureties, together with the corporate seal of each incorporated surety, if any, affixed hereto by the undersigned thereunto lawfully authorized.

Samuel B. Weller.  
Principal.

New Amsterdam Casualty Company.  
Surety.  
Geo. P. Saur & Son.  
By Louis R. Saur.  
Attorney-in-fact.

New Amsterdam Casualty Company.  
Surety.  
By Louis R. Saur.  
Attorney-in-fact.

Approved by the Mayor and Commissioners, by ordinance passed and approved this July 27th, A. D. 1925.

Fred Fries, City Clerk.

THE STATE OF TEXAS,

COUNTY OF BEXAR.

Before me, the undersigned, a Notary Public in and for the County of Bexar, in the State of Texas, on this day personally appeared LOUIS R. SAUR, known to me to be the person whose name is subscribed to the foregoing instrument, as the attorney in fact of NEW AMSTERDAM CASUALTY COMPANY, and acknowledged to me that he subscribed the name of NEW AMSTERDAM CASUALTY COMPANY thereto as principal and his own name as attorney in fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office, this the 24th, day of July, A. D. 1925.

E. J. Allison.  
Notary Public, Bexar County, Texas.

AN ORDINANCE 08-104

APPROVING THE WATER WORKS INDEMNITY BOND.

WHEREAS, Natt T. Wagner, on the 1st day of June, A. D. 1925, conveyed to the City of San Antonio, certain property consisting of the Water Works System, used and useful in the supply of water; and,

WHEREAS, the City of San Antonio retained two hundred and fifty (250) City of San Antonio Gold Bonds, dated May 1, 1925, par value \$1,000.00 each, conditioned that said bonds would be delivered to said Wagner, or his order, upon furnishing satisfactory evidence to the City that there are no liens, encumbrances or claims that can be enforced on said Water Works System; and also agreeing that said Wagner might withdraw said Water Works Bonds and substitute a like amount of Liberty Bonds at par; or, that he might furnish an indemnity bond satisfactory to the City, protecting the City as hereinabove provided; all as set forth in that certain agreement for indemnity <sup>executed</sup> on the 1st day of June, A. D. 1925 by Natt T. Wagner; and,

WHEREAS, said Wagner has withdrawn said Water Works Gold Bonds and has substituted therefor a like amount of Liberty Bonds which are now in the hands of the City Treasurer of said City; and,

WHEREAS, said Wagner has tendered a surety bond indemnifying the City in accordance with the terms of said agreement, and desires to withdraw said Liberty Bonds; NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

That the City Treasurer of the City of San Antonio be and is hereby authorized to deliver said Liberty Bonds to said Natt T. Wagner, or his order, and accept in lieu thereof a certain indemnity bond, as follows:-

"THE STATE OF TEXAS,  
COUNTY OF BEXAR.

1. KNOW ALL MEN BY THESE PRESENTS, That we, Natt T. Wagner, as principal, and National Surety Company, New York, N. Y., American Surety Company, N. Y., and Aetna Casualty & Surety Co., Hartford Connecticut, as sureties, are held and acknowledge ourselves firmly bound to pay to the City of San Antonio, the sum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars, for the payment of which well and truly to be made at the office of the City Treasurer in the City of San Antonio, Bexar County, Texas, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally by these presents.

2. THE CONDITIONS OF THIS OBLIGATION are such, that whereas, the above bounden Natt T. Wagner on June 1, 1925 conveyed to the City of San Antonio certain real and personal property comprising the Water Works System of said City, used and useful in the supply of water to public and private consumers, refrence being here made to said conveyance which is made a part hereof, and whereas said City of San Antonio retained as a special deposit two hundred and fifty (250) City of San Antonio Water-Works Gold Bonds, dated May 1, 1925 of the par value of One Thousand (\$1,000.00) Dollars each, conditioned, that said bonds will be delivered to said Wagner, or his order, upon his furnishing satisfactory evidence to the City of San Antonio that there are no liens, encumbrances or claims that can be enforced on said Water Works System that was so conveyed, it having also been agreed that said Wagner may withdraw said Water Works bonds on substituting a like amount, par value, of Liberty Bonds of the United States Government, or he may furnish an indemnity bond satisfactory to the City Authorities protecting the City against any leins, encumbrances

or claims that may be fixed against the City by reason of its having purchased said property, all as set forth in the agreement hereto attached and made a part hereof, and which is hereby reaffirmed and continued in full force and effect; and whereas, in accordance therewith the said Wagner has withdrawn said two hundred and fifty (250) Water Works Gold Bonds and substituted therefor a like amount of Liberty Bonds of the United States Government, which are now in the hands of the City Treasurer of said City; and whereas, said Wagner now desires to withdraw said Liberty Bonds and execute an indemnity bond in accordance with the terms of said agreement; therefore, if the said Matt T. Wagner will promptly and punctually pay, any and all liens, encumbrances and claims, debts, demands and obligations of all sorts and character of the said San Antonio Water Supply Company or Matt T. Wagner that may be fixed against said City, or said Water Works System, or the property thereof, arising or accruing on or before June 1, 1925, then this obligation shall be null and void; otherwise to remain in full force and effect.

3. If at the end of two years from the date hereof there are no outstanding claims and no pending litigation against the City of San Antonio that might be made a lien or claim against the City of San Antonio upon the property, then this obligation shall be released; and if there are claims for less than said amount, then this obligation shall be reduced to an amount not to exceed double the amount for such claims so made.

4. Exclusive venue in all litigation growing out of this obligation, is laid in the State Courts of Bexar County, Texas, and for the purpose of obtaining service of process on the obligors herein, the said Matt T. Wagner hereby designates and appoints Walter P. Napier, residing at San Antonio, Texas, as his agent and representative, service on whom shall be the same and as effective as if had on the said Matt T. Wagner, in person. And the sureties hereby designate the following as their respective agents and representatives, all residing at San Antonio, Texas, service on whom shall be the same and as effective as if had on them, respectively, viz:

W. E. Fitch, for National Surety Company,  
C. O. Sawtelle, for American Surety Company,  
A. C. Burnett, for Aetna Casualty and Surety Company.

And should either of said agents or representatives, or any successor of such agent or representative, die, resign or remove from the City of San Antonio, Texas, at any time, then the principal of such agent or representative shall within ten days thereafter, appoint another such agent or representative, on default in which being done, the City National Bank of San Antonio, its successor or successors, or assigns, shall be and is hereby designated and appointed as such agent or representative and service on said City National Bank shall be the same and as effective as if had on such principal.

5. It is further agreed that at the time when this obligation is presented, for approval, the names of all sureties expected to join in this obligation appear as signatories hereto.

6. It is expressly agreed that the giving of this obligation shall not operate as a waiver of the covenants of warranty contained in the conveyance from Matt T. Wagner to the City of San Antonio of the real and personal property therein described, nor of said contract dated June 1, 1925 hereto attached, with reference to said deposits of Bonds, but shall be cumulative thereof.

7. IN TESTIMONY WHEREOF, witness our hands and the corporate seals of each incorporated surety, this 25th day of July, A. D. 1925.

NATT T. WAGNER.  
PRINCIPAL.

NATIONAL SURETY COMPANY

By Thos. B. Chadwick.  
Attorney-in-Fact and  
Resident Assistant Secretary.

(SEAL)

H. S. Groesbeeck  
Resident Vice President

AMERICAN SURETY COMPANY

(SEAL)

By C. O. Sawtelle.

AETNA CASUALTY & SURETY CO.

(SEAL)

By Arthur C. Burnett  
Attorney-in-Fact.

SURETIES.

Said foregoing bond is approved, accepted and ordered filed among the archives of the City.

PASSED AND APPROVED, this 30th day of July, A. D. 1925.

Jno. W. Tobin.  
Mayor.

ATTEST: Fred Fries.  
City Clerk.

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AN ORDINANCE 88-105

AMENDING THE TRAFFIC ORDINANCE LIMITING PARKING TO ONE (1) HOUR ON JEFFERSON AND NAVARRO STREETS BETWEEN TRAVIS AND PECAN STREETS:

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

That 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 on the 9th day of October, 1922, and as amended on the 22nd day of October, 1923, and as amended on the 16th day of June, 1924; be and is hereby amended by adding, after the words "ON Veramendi Street, between Main Avenue and Soledad Street", the following:-

"On Jefferson Street, between Travis Street and Pecan Street:

"On Navarro Street, between Travis Street and Pecan Street:

PASSED AND APPROVED, this 17th day of August, A. D. 1925.

Phil Wright.  
Acting Mayor.

Attest: Fred Fries.  
City Clerk.

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

Before me, the undersigned authority, on this day personally appeared W. A. Druce, Office Manager, 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: September 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 1925.

Express Pub. Co.

By W. A. Druce

Sworn to and subscribed before me, this the September day of 15 1925.

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