

unexpired period for the new location without additional charge. Any change of business located without such notification to the City License and Dues Collector and issuance by him of a new license shall automatically cancel the license theretofore issued.

11. The Commissioners of the City of San Antonio shall have authority to suspend or revoke any license theretofore issued if it should be determined that the licensee is not a fit or proper person, firm or corporation to hold the same, or if the City Commissioners shall determine that the licensee in acting as such Motor Carrier Transportation Agent has engaged in false advertising, false representations or has violated any of the laws of the State of Texas or ordinances of the City of San Antonio, or has violated any of the provisions of this ordinance; provided, however, that before suspending or revoking any license the City Commissioners shall cause to be issued to the holder of such license notice of the charge or charges preferred against him and notifying him of a date upon which a hearing shall be had as to whether or not said license shall be revoked.

12. It shall be the duty of all Motor Carrier Transportation Agents to keep an exact and permanent record of all transactions had by them as such, including the name and address of the person or persons seeking transportation, the amount paid therefor, the point of destination and the name of the person, firm or corporation acting as carrier. Said record containing such information shall be open for inspection by the officers and agents of the City of San Antonio at all reasonable hours.

13. All persons, firms or corporations acting as Motor Carrier Transportation Agents within the meaning of this ordinance who shall violate any of the provisions hereof shall be guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not less than \$25.00 nor more than \$200.00.

14. If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions hereof.

15. WHEREAS, an emergency is apparent for the immediate protection of the traveling public and the preservation of the 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.

16. PASSED AND APPROVED this the 14th day of September, A. D. 1933.

C. K. Quinn
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

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 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 attached has been published in every issue of said newspaper on the following dates, to-wit: Sept. 15, 16, 18, 19, 20, 21, 22, 23, 25, 26., 1933.

Thornton Hall.

Sworn to and subscribed before me this Oct. 4th, 1933.

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

AN ORDINANCE *OH-93*

FORBIDDING THE USE OF BYPASSES AND CROSS CONNECTIONS BETWEEN SEPARATELY METERED HOUSE GAS PIPING SYSTEMS.

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

1. No person, firm or corporation shall install, construct or maintain any cross connections or by-passes in house gas piping which will permit gas to be supplied from one house piping system to another where meters are installed for metering the gas consumed from each house piping system separately.

2. The City Inspector of Plumbing shall, upon discovering a violation of the foregoing section, immediately give the owner or person in charge of the building or premises upon which such connection is maintained, written notice to remove the cross connection or by-pass within three (3) days from the time of receiving such written notice, and upon failure to comply with such written notice, the plumbing inspector, or his assistants, shall cut off the gas and remove or cause to be removed all meters connected with said cross connection or by-pass, and the same shall be restored only upon a certificate of permission from the plumbing inspector after said connection shall have been removed.

3. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and be subject to a fine of not less than \$10.00 nor more than \$100.00 and each day that such person, firm or corporation shall continue to act in violation of provisions hereof shall constitute a separate offence.

4. The provisions of this ordinance shall be cumulative of all other rules and regulations in regard to plumbing fixtures.

5. PASSED AND APPROVED this 19 day of October, A. D. 1933.

C. K. Quin.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

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: Oct. 21, 23, 24, 25, 26, 27, 28, 30, 31, Nov. 1, 1933.

Thornton Hall

Sworn to and subscribed before me this November 6, 1933.

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

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 privileges 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 A. D. Politis, Licensee, of the County of Bexar and State of Texas, to-wit:

2. That the City grants to the Licensee for a term of two (2) Years, to expire on the 30th day of November 1935, the privileges and the concessions for the use, as follows:

BRACKENRIDGE PARK:

3. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, peanuts and pop-corn; the privilege of renting boats on the San Antonio River; 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.

SAN PEDRO PARK:

4. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; 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; 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.

MISSION PUMPING STATION:

5. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; 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 PARK:

6. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; the privilege of renting boats on the lake; 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 sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; and the conduct of a restaurant.

LINCOLN PARK:

8. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; except that the City reserves the right to grant the use, privileges, 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:

9. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; 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 sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, peanuts and pop-corn; the privilege of renting boats on the San Antonio River, 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.

10- $\frac{1}{2}$. The right to sell 3.2 per cent beer is hereby also granted to the licensee herein with the privilege of selling same at all places stipulated and granted in this lease; provided, however, that 3.2 per cent beer shall not be sold at any such place stipulated in this lease if the grant of such property to the City of San Antonio shall contain any stipulation which forbids the sale of any beverages of an alcoholic content.

ZOOLOGICAL AREA:

11. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn.

MEXICAN VILLAGE:

12. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn.

OPEN AIR THEATRE:

13. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn.

RIVERSIDE PARK:

14. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; and the conduct of a restaurant.

WOODLAWN LAKE PARK:

15. The sale of ice cream, soft drinks, candy, cigars, cigarettes, tobacco, lunches, novelties, souvenirs, peanuts and pop-corn; the privilege of renting boats on the lake; 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.

16. No advertisement of any kind or description shall be placed by the licensee in any of the places.

17. 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.

18. 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 place; no lewd women shall be permitted to work or loiter around said places; and no gambling games, lottery, punch boards or slot machines shall be exhibited or stored by the Licensee.

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

20. 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 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.

21. 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.

22. 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.

23. For and in consideration of the privileges and concessions herein granted to the Licensee, the Licensee has agreed and hereby binds and obligates himself, his successors, heirs and assigns, to pay to the City of San Antonio the sum of \$7,505.00, payable in advance in 9 monthly installments; for the first 9 months of the term of this contract, at the office of the Licensee and Dues Collector in the City Hall as follows:

\$605.00 on or before December 10, 1933,
 \$600.00 on or before January 10, 1934,
 \$600.00 on or before February 10, 1934,
 \$600.00 on or before March 10, 1934,
 \$600.00 on or before April 10, 1934,
 \$1125.00 on or before May 10, 1934,
 \$1125.00 on or before June 10, 1934,
 \$1125.00 on or before July 10, 1934,
 \$1125.00 on or before August 10, 1934,

And for the second nine months of the term of this contract as follows:

\$605.00 on or before December 10, 1934,
 \$600.00 on or before January 10, 1935,
 \$600.00 on or before February 10, 1935,
 \$600.00 on or before March, 10, 1935,
 \$600.00 on or before April 10, 1935,
 \$1125.00 on or before May 10, 1935,
 \$1125.00 on or before June 10, 1935,
 \$1125.00 on or before July 10, 1935,
 \$1125.00 on or before August 10, 1935.

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.

24. 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.

25. This 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.

26. 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 subtenant 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.

27. 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 to the Commissioners of the City of San Antonio, but the sub-letting

of any privilege shall not relieve the Licensee from liability for the payment of the dues stipulated in this contract.

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

29. 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 lease, if there be no claim by the City against the Licensee, his heirs or assigns.

30. 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.

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

32. 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 thereof.

33. The Licensee shall execute a bond in the amount of Eighteen Hundred, Seventy-six and 25/100 (\$1876.25) Dollars, 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, a schedule of which shall be attached to said bond assessed by the City for a value double the amount of the bond, and in the case of an individual surety, the bond shall be acknowledged and recorded and shall operate as a lien upon said property therein described. The bond shall be recommended by the Commissioner of Taxation and approved by a resolution of the Commissioners.

34. The foregoing instrument in writing constitutes the entire agreement for this contract; there being no other written or parol 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.

35. 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 A. D. Politis does now sign, execute and deliver this instrument as the contract and agreement of said Licensee.

CITY OF SAN ANTONIO

By C. K. Quin.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

A. D. Politis.
Licensee.

(SEAL)

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

KNOW ALL MEN BY THESE PRESENTS:

1. That I, we, or either of us, the undersigned A. D. Politis, as principal, and the undersigned, John D. Anthony and Nick Marosis, as sureties, do hereby acknowledge ourselves held and firmly bound to the City of San Antonio, of the County of Bexar, and State of Texas, in the sum of Eighteen Hundred and seventy-six and 25/100 (\$1876.25) Dollars, the same being twelve and

one-half per cent of the consideration for the contract herein described, for the payment of which well and truly to be made in and unto the City of San Antonio, I, we, or either of us, do hereby bind ourselves, our heirs, our executors, our administrators, our assigns and our successors.

2. The conditions of this bond are that the said A. D. POLITIS, principal, has made and entered into a contract in writing with the CITY OF SAN ANTONIO for certain privileges and concessions in certain parks and places, to which contract this bond is attached and made a part of, and for the performance and observance of the matters and things in said contract specified, NOW, THEREFORE:

3. If the principal party shall faithfully observe, perform and satisfy all of the terms, conditions, stipulations and undertakings of said contract, according to its intent and purpose; then and thereupon, this bond shall be and become null and void but otherwise it shall remain in full force and effect.

4. It is further agreed that this bond shall be a continuous obligation against the principal and each member of said principal party thereto, and each and all of the sureties thereon, and that successive recoveries may be had on the bond for each and every breach of this contract until the full amount thereof shall have been exhausted; and the liability of the surety on this bond shall not be in any manner released or diminished by the exercise, or the failure or exercise, by or on behalf of the City, of any right or remedy provided by the contract, or by law, or by ordinance.

5. Each surety guarantees that all sureties expected to sign this bond have signed it before delivery to the City.

6. Witness our hands and seal of any corporation subscribed hereto, at San Antonio, Texas, this the ____ day of October, A. D. 1933.

A. D. Politis.
Principal.

I have examined the solvency of the sureties on this bond and recommend that it be approved by the Commissioners.

Surety.

John D. Anthony.
Surety.

Nick Morosis.
Surety.

The foregoing bond approved by Ordinance of the Commissioners of the City of San Antonio, adopted on the 9 day of October, 1933.

Jas. Simpson.
City Clerk.

AN ORDINANCE 011-94

ORDERING AN ELECTION FOR THE PURPOSE OF SUBMITTING A PROPOSITION TO EXTEND AND IMPROVE THE SEWERAGE COLLECTION SYSTEM AND FOR EXTENSIONS AND RELIEF TRUNK SEWERS, BETTERMENTS OF THE TREATMENT PLANT AND THE EXTENSION OF THE BROAD IRRIGATION FACILITIES OF THE CITY OF SAN ANTONIO, AND TO ISSUE REVENUE BONDS THEREFOR, THE REVENUE BONDS TO BE AN OBLIGATION UPON AND BE RETIRED ONLY OUT OF THE INCOME AND REVENUES DERIVED FROM THE OPERATION OF SAME, AND TO AUTHORIZE THE GOVERNING BODY OF THE CITY OF SAN ANTONIO TO ASSESS A RENTAL OR TOLL AGAINST THE SUBSCRIBERS IN THE CITY OF SAN ANTONIO FOR THE SERVICES FURNISHED.

1. WHEREAS, an application by the City of San Antonio to the United States of America for a loan in the sum of \$1,600,000.00 has been authorized by an ordinance passed and approved on the 10th day of August, A. D. 1933, for the purpose of extending and improving the sewage treatment plant, extending the sewage collection system, for extensions and relief trunk sewers, the betterment of the treatment plant and the extension of the broad irrigation facilities, under the provisions of Sections 202 and/or 203, 206 and 207 of the National

Industrial Recovery Act; and,

2. WHEREAS, the application has been approved by the Federal Administration of Public Works and a certain sum of money has been allocated by the United States of America for the purpose of purchasing such Revenue Bonds or Obligations to be issued for the purposes enumerated above; and,

3. WHEREAS, the President of the United States has declared that the expenditures of public moneys for public works is essential to the welfare of the country and is a necessary step in recovery of the United States financially; and,

4. WHEREAS, the President of the United States is empowered under the National Industrial Recovery Act to grant to municipalities, for such construction, funds not in excess of 30 percentum of the cost of labor and materials employed on such project; and such outright grant has been allotted to the City of San Antonio for the purposes hereinbefore set out in addition to that part of the allocation which is to be repaid thru liquidation of such Revenue Bonds; and,

5. WHEREAS, the Commissioners of the City of San Antonio deem it necessary and advisable and for the best interests of San Antonio to carry out the objects set out in paragraphs 1, 2, 3 and 4 hereof, and for that purpose to submit the proposal to issue such Revenue Bonds, to the qualified voters, for acceptance or rejection, at an election to be held in said City for such purposes; NOW THEREFORE:-

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

SECTION ONE. That an election shall be, and it is hereby ordered, held in the City of San Antonio, on Saturday the 27th day of January, A. D. 1934, by the qualified voters of the City of San Antonio. That the proposition to be submitted to a vote of the qualified voters at this election is, viz:

PROPOSITION.

Shall the City of San Antonio extend and improve the sewage treatment plant, extend the sewerage collection system, improve extensions and relief trunk sewers, and extend the broad irrigation disposal facilities of the City of San Antonio, for the purpose of improving irrigation disposal and sewerage disposal in said City, and to issue Revenue Bonds or Revenue Obligations therefor, in the sum of ONE MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$1,430,000.00), under the following terms and conditions:

The said Bonds or Obligations to bear interest at the rate of four (4) per centum per annum, interest payable semi-annually; the principal and interest to be paid out of the income and revenue derived from the operation of said plant and collection system and irrigation disposal system; the Obligations or Bonds to mature within a period of not to exceed thirty (30) years, and to be paid serially in such amounts that the total principal and interest payments shall be as nearly equal as practicable for each year; the income and revenue of said plant, collection system and irrigation disposal facilities to be derived from equitable charges or tolls upon persons, firms and/or corporations either municipal or private receiving services furnished by such sewer system and as a result of benefits received by persons, firms and/or corporations, either municipal or private, using the facilities of such sewer system, the charges or tolls to be set by the governing body of the City of San Antonio for services or benefits, whether such services or benefits be for a private purpose or otherwise.

SECTION TWO. The election shall be held in accordance with the laws of the State of Texas, and the Charter and Ordinances of the City of San Antonio. Only those electors shall vote at this election who are qualified voters and who own taxable property in said City of San Antonio and who have duly rendered the same for taxation.

SECTION THREE. The ballot used in the election shall be an "OFFICIAL ELECTION BALLOT", upon which shall be printed for all those voters desiring to support the proposition, the words: