

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.

This proposal is submitted subject to acceptance by the City and to the enactment of valid ordinance covering such acceptance and this proposal drawn in form mutually satisfactory to you and ourselves.

THE ALAMO NATIONAL BANK OF SAN ANTONIO

By Walter P. Napier.
President.

THE FROST NATIONAL BANK OF SAN ANTONIO

By J. H. Frost.
President.

AN ORDINANCE **OH-57**

TO REGULATE AND CONTROL BEAUTY SHOPS AND BEAUTY SCHOOLS THAT ARE OR MAY HEREAFTER BE DOING BUSINESS WITHIN THE CORPORATE LIMITS OF SAN ANTONIO, TEXAS; PROVIDING PENALTIES FOR VIOLATION THEREOF; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO, TEXAS.

Section 1. This ordinance shall apply to all existing Beauty Parlors or Beauty Shops and Beauty Schools now doing business in San Antonio, Texas, and to all Beauty Parlors, Beauty Shops and Beauty Schools that may hereafter be established.

Section 2. Within Thirty (30) days from and after the passage of this ordinance, all beauty parlors, beauty shops, beauty schools and 'beauty operators' within the corporate limits of the City of San Antonio, Texas, shall register their names, location and address, and the ownership of said beauty parlors, beauty shops and beauty schools with the City Health Department of San Antonio, Texas, and pay to the City License and Dues Collector, as a registration and inspection fee the sum of Five (\$5.00) Dollars, for each beauty parlor or beauty shop, and Five (\$5.00) Dollars, for each beauty school; and One (\$1.00) Dollars for each beauty operator employed in said beauty shop, or beauty school.

Section 3. The City Health Officer of the City Health Department of San Antonio shall forthwith inspect said premises and if said premises are found to be and comply in every respect in accordance with this ordinance then the City Health Officer shall issue to said Beauty Parlor, Beauty Shop or Beauty School, a permit or inspection certificate, which permit shall be good for a period of six months.

Section 4. That from and after the passage of this ordinance, any person, firm or corporation desiring to operate a beauty parlor, beauty shop, or beauty school within the corporate limits of the City of San Antonio, shall first register the name of said establishment thereof together with the name of the owner thereof with the City Health Department of San Antonio, Texas, and pay to the City Health Officer, as the registration and inspection fee the sum provided for in Section 2 of this ordinance.

Section 5. It shall immediately become the duty of the City Health Officer to forthwith inspect said proposed establishment and if the same complies in all respects with the requirements of this ordinance then said City Health Officer shall issue a permit to operate same.

Section 6. No new beauty parlors, beauty shops or beauty schools shall hereafter established in San Antonio, Texas, without first securing a permit as provided in this ordinance.

Section 7. Definitions. Whenever in this ordinance the following terms are used, they shall be deemed and construed to have the meaning described in this section.

2. The term "Beauty Parlor" or "Beauty Shop" is defined as any premises, building or part of the building whereon or wherein any branch or any combination of branches of cosmetology or the occupation of the cosmetician is practiced.

3. The term "Beauty School" is defined as an establishment on or in any premises, building or part of a building within any branch or combination of branches of cosmetology is practiced or taught for compensation, or wherein the cosmetic art is taught for compensation.

* 4. The word "Cosmetology", as used in this act, is defined as the following practices, namely; arranging, dressing, curling, waving, cleansing, bleaching, tinting, coloring, or similar work, the hair of any person, with hands, or with mechanical or electrical apparatus or appliances, or by any means massaging, neck, arms and hands, by the use of cosmetic preparations, tonics, lotions or creams; beautifying the face, neck, arms and hands by the use of cosmetic preparations, tonics, lotions or creams; and manicuring the nails of any persons; and said word "Cosmetology" shall be construed to include any branch or any combination of branches of the occupation of a cosmetician, or cosmetologist, or beauty culturist, which are now or may hereafter be practiced.

5. The words "Cosmetician", "Cosmetologist" and "Beauty Culturist", are defined as any person who, for compensation, engages in the practice of cosmetology.

Section 8. No owner, manager, firm or corporation, or person in charge of a Beauty Parlor or school of cosmetology, shall permit any person to sleep in, or use for residential purposes, any room used wholly or in part, as a beauty parlor or school of cosmetology. Violation of the provision of this section shall constitute a misdemeanor.

Section 9. All beauty parlors, beauty shops or beauty schools must be provided with suitable plumbing and fixtures that will permit of an adequate and readily available supply of hot and cold running water.

Section 10. The head rest on each chair must be provided with a clean towel or paper sheet for each patron.

Section 11. After a towel has once been used, it must be discarded until properly sterilized and laundered. A sanitary neck strip shall be applied to keep all coverings from coming in direct contact with the patron, use of same optional with patron. Rinsing towels in receptacles containing hot water and again using same on patron is unsanitary and strictly prohibited. All used towels, if not sent to a public laundry, must be boiled at least ten minutes before using again.

Section 12. All instruments of whatsoever character used for direct contact upon the patrons must be sterilized by immersion in 50 per cent alcohol; 5 per cent solution of carbolic acid; 4 per cent solution of formaldehyde; or immersion in boiling water for at least ten minutes; or by any method bacteriologically effective.

Section 13. Glass or metal articles which cannot be boiled must be cleansed in soap and water and dipped in alcohol or other sterilization as effective.

Section 14. Brushes and combs shall be discarded after once used and shall not be employed again until they have been properly cleansed. Any article dropped on the floor or otherwise rendered unsanitary shall not be used until sterilized.

Section 15. Shampoo boards and bowls must be washed after each shampoo and frequently cleansed with a disinfectant.

Section 15-A. No person, persons, firm or corporation shall engage in or practice for compensation or otherwise, cosmetology in any of its branches, except at place or places designated

in permit issued, by the City Health Department. Said permit must be signed by the Mayor and City Health Officer of the City of San Antonio.

Section 16. Every operator engaged in a cosmetological establishment or a school of cosmetology must thoroughly wash his or her hands before and after serving each person, and shall at all times wear a clean, washable outer garment when serving a patron.

Section 17. All creams, lotions and other cosmetics used for patrons must be kept in clean and closed containers.

Section 18. Open powder boxes must not be used in a cosmetological establishment or school of cosmetology. Powder must be kept in shakers or similar receptacles.

Section 19. Lotions or fluids must be poured into a clean glass or other sterilizable container and applied to patrons by means of cotton or sterilized applicators.

Section 20. Creams and other semi-solid substances must be dipped from the container with a sterile article or spatule. Removing such substances with the fingers is prohibited.

Section 21. Cosmetics must be removed from patron by means of cotton or gauze pledgets, towels, soft absorbent paper, or other sterile material.

Section 22. No employer shall require, permit or suffer any person to work nor shall any person work in a cosmetological establishment, or as a cosmetologist, who is suffering from any infections or communicable disease.

Section 23. Within thirty (30) days from and after the passage of this act every person or persons engaged in the practice of cosmetology in any of its branches within the corporate limits of the City of San Antonio, Texas, shall procure from the City Health Officer a health certificate showing that said person is free from any infectious or communicable disease; this paragraph shall also apply to all students working in schools teaching beauty culture.

Section 24. It shall be the duty of every manager or owner of the beauty parlor, beauty shop or beauty school to make certain that all operators or cosmeticians employed in said establishment have the health certificate required by this ordinance and observe all rules and sanitary rules of the board of health.

Section 25. In addition to the foregoing provisions, the board of health of the City of San Antonio may make such rules and regulations not contrary to law and the provisions of this ordinance as may be necessary to require the highest degree of sanitary conditions in said establishment.

Section 26. It shall be unlawful for any beauty school to advertise or display any advertising as a beauty parlor or beauty shop, and it shall be unlawful for any beauty shop or beauty parlor to advertise or display any advertisement as a beauty school, provided the provisions of this ordinance shall not prohibit a beauty school, and beauty shop or beauty parlor from being operated together in the same room or building when the public is fully informed that no students of said schools shall be or are used as operators in the beauty shop or the beauty parlors.

Section 27. The City Commission shall have power to revoke the permit of any beauty school, beauty parlor, or beauty shop, upon the receipt of three written complaints, filed by the Inspector, with the City Commission, showing three or more violations of the terms of this ordinance, after due notice to said owner or manager and after hearing. Said owner or Manager shall have the right to file a motion for re-hearing, within fifteen (15) days and the City Commission may reinstate said permit at such re-hearing upon such terms and conditions as it may deem advisable; and on such showing as it may deem sufficient. The Inspector shall furnish any owner or manager with a true copy of any such complaint filed with the City Commission, at the time it is filed, and said Complaints shall be numbered One, Two, Three, etc., respectively, and shall state in de-

tail in just what the violation consists and the facts upon which it is based.

Section 28. EXCEPTIONS: This ordinance shall not apply to demonstrators of Beauty Supplies or equipment; when temporarily demonstrating same in Beauty Supply House, or demonstrating for the purpose of sale where no compensation for services is charged, nor to manicurists working in Barber Shops, except that all manicurists and demonstrators shall be required to procure the health certificate required by this ordinance.

Section 29. It is hereby made the duty of the City Health Department to inspect the establishments operating under the provisions of this ordinance at least once every six months and as often thereafter as the Inspector and the City Health Department deems necessary, and no permit shall be issued to any beauty parlor, beauty shop or beauty school for a longer period than six months at any one time. The first six months period shall begin to run thirty (30) days after the final passage of this ordinance and the second six months period shall begin to run after the expiration of the first period. Any beauty parlor, beauty shop or beauty school organized after the expiration of three months from the beginning of any six months period shall not be liable for said tax until the beginning of the next six months period, and any beauty parlor, beauty shop or beauty school organized within three months after the expiration of any six months period shall be liable and shall register and shall pay the tax for the full six months period, and the said Health Officer shall be entitled to the fees provided in Section 2 hereof to be paid by the owner or manager of any such new establishment at the time of their registration as herein provided, or at the beginning of the next six months period, as herein provided.

Section 30. It shall be the duty of the City Health Office to enforce the provisions of this ordinance, and they are hereby authorized and empowered to enter such establishments and places of business at all reasonable hours for the purpose of enforcing the provisions hereof and inspect same; it shall be unlawful for any person, firm or corporation to neglect, fail or refuse to permit the city health officer or his representative to enter and examine the same, or to interfere in any manner with said health officer or his representative/authorized in the performance of his duty.

Section 31. The Sections of this act, and every part of such sections, are hereby declared to be independent sections, and parts of sections and the holding of any section or part thereof to be void or ineffective shall not effect any other section or part hereof.

Section 32. PENALTY. Any person, firm or corporation, who shall violate any of the provisions of this ordinance, or who shall fail; neglect or refuse to comply there-with, or shall fail to comply with any regulations made thereunder, shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not less than two nor more than ten dollars. Each and every day of a violation or neglect shall constitute a separate offense,

Section 33. The fact that there are a great many beauty parlors in the City of San Antonio being operated in unsanitary conditions, derogatory to the health, comfort and safety of the people of the City of San Antonio, creates an emergency and public necessity, demanding that the rule requiring ordinances to be read before the City Commission on three separate days be and the same is hereby suspended, and this act is to take effect and be in force from and after its passage, and it is so enacted.

PASSED AND APPROVED, this 14th day of December, A. D. 1931.

C. M. Chambers.
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 _____
 H. W. Connell _____, who being by me duly sworn, says on oath that he _____
 Class Adv. Mgr. _____ of the San Antonio Evening News a newspaper of general circula-
 tion 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 Dec.
16, 17, 18, 19, 21, 22, 23, 24, 25, 26, _____ 1931.

H. W. Connell.

Sworn to and subscribed before me this December 30, _____ 1931.

Edna Brown.

Notary Public in and for Bexar County,
 Texas.

 AN ORDINANCE *OH-58*

AUTHORIZING THE CITY TO BORROW \$7,000.00 FROM THE ALAMO NATIONAL BANK AND THE FROST NATIONAL BANK TO PAY CURRENT EXPENSES OF THE CITY FOR RECREATION.

1. WHEREAS, by an Ordinance passed on the 15th day of June, 1931, the City of San Antonio provided to borrow \$42,000.00 from the Alamo National Bank, the Frost National Bank, and the City-Central Bank and Trust Company to pay that part of the current ex-penses of the City of San Antonio for the fiscal year beginning the 1st of June, 1931, and to pay that part of the current expenses of the City of San Antonio for the remainder of said fiscal year ending the 31st day of May, A. D. 1932, for recreation, for the general welfare and for the good of the trade and the commerce of the City of San Antonio, as stipulated by the ordinance creating the SPECIAL RECREATION FUND of the City of San Antonio, passed and approved on the 16th day of January, A. D. 1929; upon notes of the City of San Antonio described in the ordinance of the 15th of June, A. D. 1931, the aforesaid Banks on said date having been designated as City Depositories, and the sum borrowed does not exceed the estimated current income for the said fiscal year of the City for said purpose; and,

2. WHEREAS, on the 28th day of September, 1931, the City-Central Bank and Trust Company was taken charge of by the Banking Commissioner of Texas, and continuously since said date has wholly failed to perform its obligations as City Depository and its obligations under said contract for the borrowing of money from it, by reason whereof the depository contract terminated with said Bank and Trust Company insofar as it was executory; and the City advertised for proposals from other Banks to lend to the City, during the remainder of the fiscal year of 1931, the sums which the City-Central Bank and Trust Company had contracted to loan under its contract, as to which it had defaulted as aforesaid; and,

3. WHEREAS, on the 19th day of October, 1931, the Alamo National Bank and the Frost National Bank submitted to the City their bids for Depository Contracts with the City covering one-third of the funds of the City for the remainder of the current fiscal year ending May 31, 1932, which bids have been accepted by the City, and said Banks named as depositories of said funds, as shown by ordinance of the 16th of November, 1931, and submitted their proposal to furnish one-third of the regular requirements of the City for the remainder of the current fiscal year ending May 31, 1932; and,

4. WHEREAS, under the Ordinance of the 15th of June, 1931, the three Banks agreed to lend \$42,000.00 to the City of San Antonio and have loaned to the City the following amounts: The Alamo National Bank, \$14,000.00, evidenced by Notes No. 1 and No. 4; The Frost National Bank, \$14,000.00, evidenced by Notes No. 2 and No. 5; The City-Central Bank and Trust Company,

\$7,000.00, evidenced by Note No. 3, leaving \$7,000.00 which said Bank had agreed to lend to the City but which has not been loaned, the City-Central Bank and Trust Company having contracted to lend \$14,000.00, of which it has loaned \$7,000.00, which remainder of \$7,000.00 the Alamo National Bank and the Frost National Bank by their Contract of the 19th of October, 1931, agree to lend to the City of San Antonio upon the terms specified in the Depository Contract: NOW, THEREFORE:

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

5. That to pay the debts of the City of San Antonio incurred for current expenses for the fiscal year 1931, beginning the 1st of June, 1931, and to pay current expenses of the City of San Antonio for the remainder of said fiscal year, ending the 31st of May, 1932, for recreation, for the general welfare and for the good of the trade and the commerce of the City of San Antonio, as stipulated by the ordinance creating the SPECIAL RECREATION FUND, passed and approved on the 16th of January, A. D. 1929, there shall be borrowed from the Alamo National Bank of San Antonio an advance of money for said purpose in the amount of \$3,500.00, and there shall be borrowed from the Frost National Bank of San Antonio an advance of money for said purpose in the amount of \$3,500.00, aggregating \$7,000.00; which amounts together with the amounts advanced and loaned by the said Alamo National Bank and the said Frost National Bank and the said City-Central Bank and Trust Company and to be loaned in advance by the Alamo National Bank and the Frost National Bank 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 the Alamo National Bank and the Frost National Bank, under the power vested in the City by its Charter and by the Constitution and the Laws of the State of Texas, described as follows:

6. Note No. 7 for \$3,500.00 shall be payable to the Alamo National Bank of San Antonio, and Note No. 8 for \$3,500.00 shall be payable to the Frost National Bank of San Antonio, and shall bear interest at the rate of five (5%) per cent per annum from date until paid, except that interest shall be paid only on money actually advanced on said notes and only from the dates of the advancement to the dates of payment; and shall be signed by the Mayor, countersigned by the City Auditor and attested by the City Clerk, and the corporate seal of the City applied thereto, and said notes shall draw interest after maturity at the rate of six (6%) per cent per annum; all advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than the 1st of July, A. D. 1932, with privilege of pre-payment prior to maturity; and the aggregate amount of the warrants, notes or other obligations outstanding at any one time, shall not exceed eighty (80%) per cent of the unpledged current revenue of the Recreation Fund remaining uncollected for such current fiscal year; and, the warrants and/or notes shall constitute a first lien on such uncollected and unpledged revenue arising from the special tax levied and collected to create such fund for the current fiscal year, and said revenues are hereby irrevocably pledged for the payment of said advancements, and said warrants and /or notes and all interest thereon shall be paid from said current income, before such revenues may be lawfully appropriated for any other purpose.

7. The proceeds of said loan shall be used to pay the current expenses of the City of San Antonio under the provision of the Recreation Fund ordinance for the current fiscal year, and the remainder shall be retained in said Fund subject to the stipulation thereof.

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

"CITY OF SAN ANTONIO RECREATION FUND 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 the - - - - - , of San Antonio, Texas, on or before the first day of July, A. D. 1932, the principal sum of THREE THOUSAND FIVE HUNDRED 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 the series of two notes, numbered from seven to eight, inclusive, of the denomination of THREE THOUSAND FIVE HUNDRED DOLLARS each, aggregating SEVEN THOUSAND DOLLARS, authorized to be issued from time to time by the City of San Antonio to the Alamo National Bank of San Antonio, Texas, and the Frost National Bank of San Antonio, Texas, in equal amounts, evidencing loans made to the 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 1st, A. D. 1931, ending May 31st, A. D. 1932; 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 21st day of December, A. D. 1931, which ordinance is recorded in the Minutes of said City Commissioners of said date.

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 tax authorized by the Ordinance creating the Recreation Fund of said City for the fiscal year June 1st, A. D. 1931, to May 31st, A. D. 1932, is hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes."

9. The Mayor is hereby authorized to make, execute and deliver said notes upon the payment of the money designated in each of the same, in numerical rotation.

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

11. That Note No. 6 authorized by said Ordinance of June 15, 1931, to be issued to said City-Central Bank and Trust Company for money to be advanced by it, which have not been issued, be not issued or delivered to said Bank and Trust Company, and that the authority to issue the same be and is hereby revoked, because the money to be advanced by it on said note has not been advanced by it nor has any part thereof been advanced by it, and it has defaulted in its obligations to the City as aforesaid.

12. The Depository Contract made on the 15th day of June, A. D. 1931, by ordinance between the City-Central Bank and Trust Company of San Antonio and the City of San Antonio, is terminated insofar as it is executory, because the City-Central Bank and Trust Company suspended business and was taken charge of by the Commissioner of Banking and it defaulted wholly in the performance of its Depository Contract; but the City of San Antonio reserves all rights and remedies to which it is entitled on account of the premises and everything appertaining thereto; and the instant contract is made for the performance of the things in which default was made by the City-Central Bank and Trust Company, and it shall be cumulative of the contracts and ordinances on this subject created heretofore; but the said Alamo National Bank and the said Frost National Bank shall not be held to have hereby assumed any of the obligations of the City-Central Bank and Trust Company under its said contracts with the City.

13. That the ordinance contracts made on June 15, 1931, between the Alamo National Bank and the City of San Antonio, and the Frost National Bank and the City of San Antonio, shall not be in any way affected by this ordinance and contract, but shall remain in full force and effect, unimpaired in any respect by this ordinance and contract.

14. PASSED AND APPROVED, this 21st day of December, A. D. 1931.

C. M. Chambers
Mayor.

ATTEST:

G. L. Lain
Asst. City Clerk.

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AN ORDINANCE *OH-59*

AUTHORIZING THE CITY TO BORROW \$20,000.00 FROM THE ALAMO NATIONAL BANK, AND THE FROST NATIONAL BANK, TO PAY CURRENT EXPENSES OF THE CITY FOR PUBLIC LIBRARIES.

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1. WHEREAS, the City of San Antonio by an Ordinance passed and approved on the 15th of June, 1931, provided to borrow \$85,000.00 from the Alamo National Bank, the Frost National Bank, and the City Central Bank and Trust Company to pay the current expenses of the City for the support and maintenance of the public libraries established under the Charter and the Ordinances of the City of San Antonio for the fiscal year 1931; and,

2. WHEREAS, on the 28th day of September, 1931, the City-Central Bank and Trust Company was taken charge of by the Banking Commissioner of Texas, and continuously since said date has wholly failed to perform its obligations as City Depository and its obligations under said contract for the borrowing of money from it, by reason whereof the Depository Contract terminated with said Bank and Trust Company insofar as it was executory; and the City advertised for proposals from other Banks to lend to the City, during the remainder of the fiscal year of 1931, the sums which the City-Central Bank and Trust Company had contracted to loan under its contract, as to which it had defaulted as aforesaid; and,

3. WHEREAS, on the 19th day of October, 1931, the Alamo National Bank and the Frost National Bank submitted to the City their bids for Depository Contracts with the City covering one-third of the funds of the City for the remainder of the current fiscal year ending May 31, 1932, which bids have been accepted by the City, and said Banks named as depositories of said funds, as shown by ordinance of the 16th of November, 1931, and submitted their proposal to furnish one-third of the regular requirements of the City for the remainder of the current fiscal year ending May 31, 1932; and,

4. WHEREAS, under the Ordinance of the 15th of June, 1931, under which the three Banks agreed to lend the \$85,000.00 to the City, the following amounts have been loaned: The Alamo National Bank, \$20,000.00; Frost National Bank, \$20,000.00; and the City-Central Bank and Trust Company, \$5,000.00, leaving \$40,000.00 of which amount the City-Central Bank and Trust Company had contracted to lend \$20,000.00 which it has not loaned, which \$20,000.00 the Alamo National Bank and the Frost National Bank by their contract of the 19th of October, 1931, are bound to lend to the City of San Antonio upon the terms specified; NOW, THEREFORE:-

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

5. That the City of San Antonio may borrow from the Alamo National Bank and the Frost

National Bank for part of the current expenses of the fiscal year beginning the 1st of June, 1931, and to pay that part of the current expenses of the City for the remainder of said fiscal year ending the 31st of May, 1932, the sum of \$20,000.00 for the support and maintenance of the public libraries established and erected, as provided by the Charter and Ordinances of the City of San Antonio, and to evidence said loans four promissory notes of the City of San Antonio shall be executed and delivered to the two Banks, as follows: The Alamo National Bank, Notes Nos. 18 and 20; and the Frost National Bank, Notes Nos. 19 and 21, which notes shall be numbered consecutively from 18 to 21, inclusive, and shall be of the denomination of \$5,000.00 each, aggregating \$20,000.00, bearing interest at the rate of 5% per annum until paid, except that interest shall be paid only on money actually advanced on said notes and only from the dates of the advancement to the dates of payment; and shall be signed by the Mayor, countersigned by the City Auditor and attested by the City Clerk, and the corporate seal of the City applied thereto, and said notes shall draw interest after maturity at the rate of six (6%) per cent per annum; all advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than the 1st day of July, A. D. 1932, with privilege of prepayment prior to maturity; and the aggregate amount of the warrants, notes, or other obligations outstanding at any one time, shall not exceed eighty (80%) per cent of the unpledged current revenue of the Library Fund remaining uncollected for such current fiscal year; and the warrants, and/or notes shall constitute a first lien on such uncollected and unpledged revenue arising from the special tax levied and collected to create such fund for the current fiscal year, and said revenues are hereby irrevocably pledged for the payment of said advancements, and said warrants and/or notes and all interest thereon shall be paid from said current income, before such revenues may be lawfully appropriated for any other purpose.

6. The proceeds of said loan shall be used to pay the current expenses of the City of San Antonio under the provisions of the Library Fund Ordinance for the current fiscal year, and the remainder shall be retained in said fund subject to the stipulations thereof.

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

"CITY OF SAN ANTONIO LIBRARY FUND NOTE:

The City of San Antonio, a municipal corporation, in the County of Bexar and State of Texas, for value received, acknowledge itself indebted and hereby promises to pay to the order of - - - - - , of San Antonio, Texas, on or before the 1st day of July, A. D. 1932, the principal sum of FIVE THOUSAND 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 four notes, numbered from 18 to 21 inclusive, of the denomination of FIVE THOUSAND DOLLARS each, aggregating TWENTY THOUSAND DOLLARS authorized to be issued from time to time by the City of San Antonio to the Alamo National Bank or the Frost National Bank, of San Antonio, Texas, evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtednesses incurred for current expenses of said City during the fiscal year beginning June 1, A. D. 1931, ending May 31, A.D.1932; 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 21st day of December, A.D.1931, which Ordinance is recorded in the Minutes of said City Commissioners of said date.

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 tax authorized by the Ordinance creating the Library Fund of said City for the fiscal year June 1, A.D.1931, to May 31, A. D.1932, is hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes."

8. The Mayor is hereby authorized to make, execute and deliver said notes upon the payment of the money designated in each of the same, in numerical rotation.

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

10. That Notes Nos. 6,9,12 and 15 authorized by said Ordinance of June 15, 1931, to be issued to said City-Central Bank and Trust Company for money to be advanced by it, which have not been issued, be not issued or delivered to said Bank and Trust Company, and that the authority to issue the same be and is hereby revoked, because the money to be advanced by it on said notes has not been advanced by it nor has any part thereof been advanced by it, and it has defaulted in its obligations to the City as aforesaid.

11. The Depository Contract made on the 15th day of June, A. D.1931, by ordinance between the City-Central Bank and Trust Company of San Antonio and the City of San Antonio, is terminated insofar as it is executory, because the City-Central Bank and Trust Company suspended business and was taken charge of by the Commissioner of Banking and it defaulted wholly in the performance of its Depository Contract; but the City of San Antonio reserves all rights and remedies to which it is entitled on account of the premises and everything appertaining thereto; and the instant contract is made for the performance of the things in which default was made by the City-Central Bank and Trust Company, and it shall be cumulative of the contracts and ordinances on this subject created heretofore; but the said Alamo National Bank and the said Frost National Bank shall not be held to have hereby assumed any of the obligations of the City-Central Bank and Trust Company under its said contracts with the City.

12. That the ordinance contracts made on the 15th of June, 1931, between the Alamo National Bank and the City of San Antonio, and the Frost National Bank and the City of San Antonio, shall not be in any way affected by this ordinance and contract, but shall remain in full force and effect, unimpaired in any respect by this ordinance and contract.

13. PASSED AND APPROVED, this 21st day of December, A. D. 1931.

C. M. Chambers

Mayor.

ATTEST:

G. L. Lain
Asst. City Clerk

PARK CONCESSION CONTRACT AND BOND.

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 Humbert Collins and Eugene Fecci, Licensee; all of the County of Bexar and State of Texas, to-wit:-

2. That the City grants to the Licensee for a term of one year to expire on the 30th day of November, 1932, 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.

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 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 damages 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 \$10,000.00; payable in advance in 9 monthly installments, for the first 9 months of the term of this contract, at the office of the License and Dues Collector in the City Hall, as follows:

\$800.00 on or before December 10th, 1931,
 800.00 on or before January 10th, 1932,
 800.00 on or before February 10th, 1932,
 800.00 on or before March 10th, 1932,
 800.00 on or before April 10th, 1932,
 1500.00 on or before May 10th, 1932,
 1500.00 on or before June 10th, 1932,
 1500.00 on or before July 10th, 1932,
 1500.00 on or before August 10th, 1932.

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 sub-tenant is indebted to the City of San Antonio in any amount; and, in the event of the removal of any of said property, the Licensee or his sub-tenant shall notify in writing the City Inventory Clerk of such removal.

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 license, 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 an amount of twenty five per cent of the consideration stipulated in this contract, 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 nor 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. M. Chambers, 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 Humbert Collins and Eugene Fecci do now sign, execute and deliver this instrument as the contract and agreement of said Licensee.

(SEAL)

ATTEST:

Jas. Simpson
City Clerk.

CITY OF SAN ANTONIO,

By: C. M. Chambers
Mayor.
Humbert Collins
Eugene Fecci
Licensee.

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 Humbert Collins and Eugene Fecci, as Principal, and the undersigned _____, 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 \$2,500.00, the same being 25% 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 Humbert Collins and Eugene Fecci, Principals, have 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 thereon 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 to 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 31st day of December, A. D. 1931.

Humbert Collins
Principal.

Eugene Fecci
Principal.

Louis Giorgia
Surety.

C. Fecci
Surety.

Mrs. Minnie Giorgia
Surety.

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

Frank H. Bushick
Commissioner of Taxation.

The foregoing bond approved by Resolution of the Commissioners of the City of San Antonio, adopted on the 11 day of January, 1932.

Jas. Simpson
City Clerk.

AN ORDINANCE **OH-59.1**

AMENDING SECTION TWO OF "JITNEY" ORDINANCE PASSED ON THE 1ST DAY OF JANUARY, A. D. 1921.

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

SECTION ONE: That an ordinance passed and approved October 19, 1931, and recorded in Ordinance Book H, pages 122-128, amending and revising all amendments to 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 the following to the SEVENTH ROUTE, as defined therein:

ADDITION TO SEVENTH ROUTE

Beginning at the regular terminal at Huisache Avenue and Montrose Avenue; Thence north on Montrose Avenue to Donaldson Avenue; Thence west on Donaldson Avenue to the Thomas Jefferson High School; Then returning over the same route in inverse order to Huisache Avenue and Montrose Avenue, the regular terminal of said SEVENTH ROUTE.

SECTION TWO: Said route shall be used, as provided in said ordinance, for transportation of the public between the hours of 7:30 A. M. and 6:30 P. M. on such days as the Thomas Jefferson High School is in regular operation and at such other times as special conditions require public transportation.

SECTION THREE: The ordinance hereby amended shall not ^{be in} affected/ any other manner than as specifically set out herein.

PASSED AND APPROVED, this 18th day of January, A. D. 1932.

ATTEST: Jas. Simpson.
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 _____

H. W. Connell, who being by me duly sworn, says on oath that he is Class
Adv. Mgr. 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; January 20, 21,
22, 23, 25, 26, 27, 28, 29, 30. 1932.

Sworn to and subscribed before me this February 11, 1932.

Edna Brown.

Notary Public in and for Bexar
County, Texas.

CITY OF SAN ANTONIO, AND INTERNATIONAL BUSINESS MACHINES CORPORATION. POLICE STATION RADIO
CONTRACT.

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

1. THIS AGREEMENT made and entered into this 18th day of February, A. D. One Thousand
Nine Hundred and Thirty Two, by and between the City of San Antonio, a municipal corporation of
the State of Texas, located in the County of Bexar, Party of the First Part, hereinafter termed
"City", and International Business Machines Corporation, acting by its duly authorized agent,
308 Main Avenue, San Antonio, Texas, Party of the Second Part, hereinafter termed "Contractor";
said agreement being made pursuant to the Charter powers of said City and the Ordinances and
Resolutions of its governing body; WITNESSETH:-

2. That the parties to these presents, each in consideration of the agreements on the
part of the other herein made and referred to, have mutually covenanted and agreed, and hereby
mutually covenant and agree, Party of the First Part for itself and its successors, and Party of
the Second Part for itself or himself or themselves and his or their heirs, executors and admin-
istrators, as follows, to-wit:-

3. The word "City Electrician" used herein shall mean the officer of the City of San
Antonio designated as "City Electrician", and acting in such capacity at the time when the matter
may arise; such City Electrician to act either personally or through his assistant, and the same
acting only within the powers and authority on him conferred; and each and all of his acts being
subject to the express approval of the Commissioners of the City of San Antonio, Texas.

4. The notice to Contractors, specifications, plans, elevations, profiles, drawings,
instructions to bidders, advertisement for bids, the bid or proposal and the construction bond
and other bonds, if any, made by Contractor, and the ordinances and resolutions of the City, all
in so far as prepared for or relating to said work herein undertaken are hereby made a part and
parcel of this agreement and are included in this contract as if rewritten or copied in full here-
in, and shall be deemed to be comprehended in the term "included instruments" when hereinafter used.

5. The Contractor represents that he has examined, understands and hereby accepts the
specifications and included instruments, and admits that the same are sufficient for their intend-
purposes, and that said work can be executed successfully and completed in accordance therewith.
Any work or materials omitted in the specifications and description of said work but the use of