

for conducting one day's Race Meet to be paid to the City of San Antonio for one day during the Race Meet during the period between December 15, 1934 and January 15, 1935 and each subsequent year, and the total gross receipts after deducting the necessary expenses for one day's Race Meet to be held in the spring of 1935 and for each subsequent year, shall exceed \$10,000.00 for such year, the annual rental of \$10,000.00 for that year shall be credited against such total gross receipts after the necessary expenses have been deducted, if the rental has theretofore been paid. The necessary expenses for one day's Race Meet shall not exceed the average daily expenses for any Race Meet.

7. Should there at any time be any default in the payment of rentals provided herein, or should there be any breach of any of the covenants or conditions herein contained, or any abandonment of the premises, the City of San Antonio may, at its option, declare this lease canceled and re-enter said premises and remove all persons therefrom and take possession of all property of lessees thereon, without prejudice to any legal remedy existing for the collection of rents or the enforcement of the terms and conditions of this lease, all claims for damages, if any, by reason of such re-entry being hereby expressly waived.

8. Upon the termination of this lease for any cause, all improvements and buildings placed thereon shall become the absolute property of the City of San Antonio, and it is the intention of the parties that such buildings and improvements shall be realty.

9. Upon the termination of this lease the lessees may remove all personal property from the premises of the lessees are not indebted to the City of San Antonio in any particular, provided, however, that all buildings, appurtenances and equipment shall remain the absolute property of the City of San Antonio. The City of San Antonio shall have, and is hereby given, a valid lien upon all improvements, buildings, structures and personal property belonging to the lessees upon said premises during the term of this lease as security for the payment of all rentals due or to become due herein, and for the performance of all other obligations hereunder.

10. The lessees agree that in the construction of the necessary buildings herein contemplated San Antonio materials are to be used and San Antonio labor is to be used as far as possible (technical experts excluded), and all contractors or sub-contractors engaged by the lessees herein shall compensate such labor according to the prevailing wage scale.

11. If the lessees herein shall desire to incorporate and procure a charter for the purpose of operating the race track herein referred to, the general public shall not be solicited to purchase any stock of said corporation through salesman, letters or advertisements; lessees, however, shall have the right to sell stock of such corporation to any person desiring to obtain an interest in such enterprise.

12. The lessees may transfer and assign this lease contract to such corporation when so organized, but if the lessees herein shall desire to convey or assign this lease to any other person or persons or any corporation other than the one contemplated by the parties herein, the permission of the City Council shall be first obtained in writing.

13. The lessees herein shall hold the City harmless, indemnify and reimburse it against any damages against it as a result of any injury to persons using or occupying the above described premises and buildings, and lessees shall make active defense of any suit arising out of any claim for damages against the City of San Antonio as a result of injuries to persons in and upon said property and buildings.

14. This lease contract is entered into with the further express condition that the race meets to be conducted, as contemplated by this lease, shall be in full conformity with the laws of the State of Texas and any and all rules promulgated by the Racing Commission of the State of Texas and the ordinances of the City of San Antonio, and the use of the premises by the lessees shall in no manner be in violation of any of the laws of the United States, the State of Texas or

any ordinance of the City of San Antonio.

15. A portion of the premises herein described is now being occupied by a unit or the National Guard and unless the portion so occupied is needed immediately to carry out the provisions of this lease contract, it is agreed that such unit may continue to occupy that portion of the property until it becomes necessary and needful for the conduct of any race meet.

16. No building now situated upon the above described property shall be dismantled until lessees are ready and able to start construction of said race tract, its appurtenances and equipment and such buildings shall not be dismantled until permission of the City Council has been obtained to do so, but such permission shall not be withheld if and when lessees produce evidence of their ability and readiness to proceed with such construction. All salvaged material is to be delivered upon the ground to the officers and agents of the City of San Antonio.

17. If any of the provisions and stipulations of this lease contract shall be violated by lessees herein, this lease shall automatically terminated and be at an end, and all buildings, appurtenances and equipment situated upon the property herein described shall be forfeited to the City of San Antonio.

18. The lessees shall not permit any lien of any character to be fixed upon the realty herein described, and the City of San Antonio shall in no event be liable for any water furnished or to be furnished to the lessees herein by the Water Works Board of Trustees.

19. The lessees shall make all necessary sewer, water, gas and electricity and all other public utility connections, and shall promptly pay all charges that may be made for such service.

20. The foregoing instrument in writing constitutes the entire agreement between the parties, 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 with the City to be in writing and authorized by ordinance.

21. IN WITNESS WHEREOF said City of San Antonio has fully caused these presents to be executed by C. K. Quin, Mayor of the City of San Antonio, and the corporate seal of said City to be hereto affixed, and this instrument to be attested by the City Clerk, and said C. W. Hay, A. Robinson and P. A. Dwyer do now sign, execute and deliver this instrument as the contract and agreement of said lessees, this the 22nd day of March, A. D. 1934.

ATTEST: Jas. Simpson.
City Clerk.

CITY OF SAN ANTONIO
BY C. K. Quin.
Mayor.

C. W. Hay.
By P. A. Dwyer, Atty in Fact.

Pat Dwyer.

A. Robinson.
Lessees.

(SEAL)

AN ORDINANCE **OH-98**

AMENDING SECTION 3 OF "AN ORDINANCE DEFINING 'MILK' AND CERTAIN MILK PRODUCTS; 'MILK PRODUCER'; 'PASTEURIZATION', PROHIBITING THE SALE OF ADULTERATED AND MIS-BRANDED MILK AND MILK PRODUCTS, REQUIRING PERMITS FOR THE SALE OF MILK AND MILK PRODUCTS, REGULATING THE INSPECTION OF DAIRY FARMS AND MILK PLANTS, THE TESTING, GRADING, LABELING, PLACARDING, PASTEURIZATION, RE-GRADING, DISTRIBUTION, SALE, AND DENATURING OF MILK AND MILK PRODUCTS, PROVIDING FOR THE PUBLISHING OF MILK GRADES, THE CONSTRUCTION OF FUTURE DARIES AND MILK PLANTS, THE ENFORCEMENT OF THIS ORDINANCE, AND THE FIXING OF PENALTIES".

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

"MILK PRODUCTS
3-A. That Section 3 of "AN ORDINANCE DEFINING 'MILK' AND CERTAIN/MILK PRODUCER'; 'PASTEUR-

IZATION', PROHIBITING THE SALE OF ADULTERATED AND MIS-BRANDED MILK AND MILK PRODUCTS, REQUIRING PERMITS FOR THE SALE OF MILK AND MILK PRODUCTS, REGULATING THE INSPECTION OF DAIRY FARMS AND MILK PLANTS, THE TESTING, GRADING, LABELING, PLACARDING, PASTEURIZATION, RE-GRADING, DISTRIBUTION, SALE, AND DENATURING OF MILK AND MILK PRODUCTS, PROVIDING FOR THE PUBLISHING OF MILK GRADES, THE CONSTRUCTION OF FUTURE DAIRIES AND MILK PLANTS, THE ENFORCEMENT OF THIS ORDINANCE, AND THE FIXING OF PENALTIES", passed and approved on the 24th day of January, A. D. 1927 and recorded in Vol. G page 391 of the Minutes of the Proceedings of the Commissioners of the City of San Antonio, be and the same is hereby amended and changed so that hereafter Section 3 of said Ordinance shall read as follows:-

3-B. "For a period of 90 days from and after the passage of this ordinance, it shall be unlawful for any person, firm, association, or corporation to bring into or receive into the City of San Antonio, for sale, or to sell or offer for sale, therein, or to have on hand any milk or milk product, excepting evaporated milk, condensed milk, condensed skimmed milk, powered whole milk and powered skimmed milk, who does not possess an unrevoked permit from the City Health Officer of the City of San Antonio, and on whose vehicles and in whose place of business there does not appear in a conspicuous place, a placard showing the permit number in figures at least three inches high and one-half inches wide."

3-C. "Such a permit may be revoked by the City Health Officer upon the violation by the holder of any of the terms of this or any other Health Ordinance of the City of San Antonio, provided that the holder of said permit shall, after complying with such revocation, have the right of appeal to the Commissioners of the City of San Antonio."

3-D. "Before any permit provided for under this ordinance shall be issued to any milk producer or distributor, a certificate of compliance with the code under which the milk producers and distributors are operating in San Antonio, Texas, shall be presented to the City Health Officer, and said Health Officer, before issuing a permit to the applicant shall satisfy himself that the person, firm or corporation seeking such a permit has complied with all of the requirements of such code, whether the same be operated under the supervision and direction of the Department of Agriculture of the State of Texas or the Federal Government."

3-E. "A certified copy of said code is attached to this ordinance, marked Exhibit A, and is made a part hereof by reference."

3-F. "In the event a person, firm or corporation, operating under a permit issued by the City Health Officer prior to the promulgation of the code by either of the agencies named in paragraph 3-D hereof, shall violate any of the terms, conditions and requirements prescribed in such code, the City Health Officer shall, upon certification of non-compliance on the part of the person, firm or corporation holding such permit from the agency supervising the production and distribution of milk, cancel and revoke said permit until a certificate of compliance is issued showing compliance with such code."

3-G. "This ordinance shall take effect and be in full force and effect for a period of 90 days from and after the date of its passage and publication as required by law, unless repealed before the expiration of said 90 days."

3-H. Section 3 of said ordinance aforesaid as herein amended is hereby repealed and the amendment herein shall stand in the place thereof.

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

3-J. PASSED AND APPROVED this 12 day of April, A. D. 1934.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor

EXHIBIT "A"

STATE OF TEXAS)
COUNTY OF BEXAR)

THIS IS TO CERTIFY that the document hereto attached is a true and correct copy of a Code promulgated by the Department of Agriculture of the State of Texas, through its duly authorized agent, A. E. Gustafson, for the San Antonio Milk Shed, and that said Code has been adopted by a majority of the milk producers and distributors of said San Antonio Milk Shed.

A. E. Gustafson.

SWORN TO AND SUBSCRIBED before me this the 11th day of April, A. D. 1934.

(SEAL)

Raymond Gerhardt
Notary Public, Bexar County,
Texas.

The Department of Agriculture of the State of Texas, through its duly authorized representative, Mr. W. A. Canon, has made investigation of the milk production in the San Antonio Milk Shed and also of the competitive situation among the various milk distributors in San Antonio who are purchasing milk to sell at prices which milk is offered in said City.

The Department of Agriculture has found that unless something is done immediately to relieve the situation among the producers in the San Antonio area, the producers will go bankrupt and will not be able to make a livelihood on their farms. The Department also finds that the quality of milk produced, from a health and sanitary standpoint, will be greatly affected unless this condition is relieved.

The Department of Agriculture hereby declares, based upon facts brought forth from its investigation, that an emergency now exists in the San Antonio Milk Shed, and that unless this emergency is met properly, peace and order among the producers cannot long be maintained.

The Department of Agriculture further wishes to cooperate with President Roosevelt's programs as expressed in the Agricultural Adjustment Act and the National Industrial Recovery Act, and do everything possible to provide a proper standard of living for the milk producers in the San Antonio Milk Shed, and since those milk producers have no duly chosen representative, the Department of Agriculture hereby speaks for these producers, at their request, as hereinafter set forth.

The Department of Agriculture, in order to handle the situation to the best interest of the State, hereby assures you that it is empowered to speak for the State of Texas in matters concerning the welfare of the milk industry of the State, and to work out the following arrangements with you as a milk distributor in San Antonio, and hereby request that you signify to this Department your cooperation with the program herein outlined.

1. The State Department of Agriculture assures you that your consent to the program as herein set forth, made at the request of this Department, shall not be construed as a restraint of trade or as a monopoly, or as a combination to fix prices, but shall be construed as an arrangement to which you have consented in a spirit of cooperation and at the request of this Department in order to relieve the emergency situation now actually existing among the milk producers in the San Antonio Milk Shed. The Department of Agriculture has taken this means of relieving the emergency among the milk producers with the the firm belief and conviction that this situation can be relieved only by securing your cooperation as hereinafter expressed from you as a milk distributor. The Department of Agriculture further promises that the State of Texas hereby relieves you or your firm, as well as the executives of your firm from any liability, either criminal or

civil, because of any activities carried on because of you or your firm's cooperation in the furtherance of the program as herein set forth to preserve the milk industry of this State.

2. The Department of Agriculture hereby request your firm to observe the following code of fair practices;

a. No milk or milk products shall be sold at prices below the minimum prices set forth on the price list attached hereto and hereby made a part of this program. You are to observe those minimum prices until such time as the Department of Agriculture recommends other prices.

b. No milk or milk products shall be purchased at prices below the minimum prices set forth on the list termed the "Purchase Plan" attached hereto and hereby made a part of this program. You are to observe these minimum prices until such time as the Department of Agriculture recommends other prices.

c. You shall give no free goods of any nature, or any discounts or rebates or any concessions on any merchandise sold, in order to influence the securing of a new customer or the holding of an old customer. This shall apply to both firms and to employees of firms to whom you sell or attempt to sell, Free ice or refrigeration of any kind shall be considered an infraction of this rule, provided that in approved cases set off milk may be iced with a minimum amount of chipped ice during such period that is necessary due to warm weather. Advertising allowances which are really concessions shall be considered an infraction of this rule. Sale of tickets at a discount or so as to include free goods shall be a violation of this rule. Prizes shall not be given to the public or to customers to induce them to secure additional customers or induce them to induce them to increase the size of their purchases. Advertising schemes regarding which there might be a reasonable doubt as to their conformity with the rules outlined in these promises are prohibited unless the approval of this Department is first secured, Boxes, cabinets or other containers will not be furnished and any such that may be furnished, rented or loaned at the time this agreement goes into effect will be removed or sold within fifteen days; in case such are sold, the sale shall be bona fide and evidenced by bill of sale. Invoices shall not be backdated. Free signs that are of a material value to customers shall not be furnished and the Department of Agriculture shall determine what shall be contrary to the intent of this provision. The distributor agrees to maintain adequate service to the public, but shall not make deliveries of merchandise after 7. P. M. or until regular routes are in operation the following morning. Charges for bottles shall be made to all customers at the rate of 5¢ for quart bottles and 3¢ for pint and half-pint bottles. Milk cases and other equipment shall not be picked up except by lawful owners thereof and any such equipment now in possession of any other than the lawful owners shall be returned after fifteen days from the date this agreement becomes effective. A stenciled or branded name on equipment shall be considered prima facie evidence of rightful ownership. No milk or milk products shall be sold in containers except which bear labels approximately indentifying the distributor, permit number and the products sold. This clause is not to be construed to apply to persons or firms selling milk for consumption on the premises wherein sold. The specific instances of types of violations of this rule herein set forth shall not be construed as narrowing the import of the general rule herein set forth.

d. As a milk distributor, I will not deliver or sell any milk or milk products to any

dealer that resells the same at a price under the regular market price, after I have been notified by the Agent of the Department of Agriculture that such practice is being carried on and he has been unable to correct same.

e. The Department of Agriculture hereby request your firm or yourself not to disorganize competitive firms or parties by securing or seeking to secure their employees with your firm or yourself. A route man who has worked for another distributor in the San Antonio Milk Shed, if employed by you or your firm, shall not for a period of one year, work in the same territory that he worked during his former employment.

f. The Department of Agriculture hereby request you to deal with the producer in a fair and equitable manner, to prevent gross inequalities in apportioning base milk, and, upon order of the individual producer, to pay over in a legal manner to a designated person or persons so designated deductions for the amount due the producer. The Department further request that you do not cut off a producer in the ordinarily accepted meaning of this term, except for reasons of unacceptable quality or temperature, but provided that the producer may be required strictly to make deliveries at a reasonable designated hour or hours. The producer, if selling base milk to a distributor, reserves the right to keep his portion of surplus at home and at the same time gives the distributor the right of refusal of surplus in any form and in no event shall sell his surplus milk to any distributor that is not purchasing his base milk.

g. Retail stops shall not be sold at wholesale prices. Distinction between a wholesale and retail stop is: All grocery stores, drug stores, hotels, cafes and hospitals shall be regarded as wholesale stops. Boarding houses, regardless of the amount purchased, shall be regarded as retail stops and shall pay retail prices unless such boarding house has obtained a permit from the City of San Antonio to handle food. Places that have secured such a permit shall be entitled to wholesale prices. Generally speaking, the test of such distinction is that the customer who is a recognized food dealer and who buys milk for resale as milk or otherwise, or who has a permit to handle food, is considered a wholesale stop. Deliveries to residences of owners or employees of wholesale customers shall be considered retail stops.

requests

3. The Department of Agriculture/you or your firm to consent to a program whereby this Department, or an appointee of this Department shall serve as a judge regarding any alleged infractions of any and every promise contained in this instrument, and to which you or your firm has agreed when it will have expressed its approval of the program herein outlined, the Department shall conduct an investigation of alleged infractions and give you ample opportunity to be heard the following due notice. The Department shall find you guilty or not guilty of the alleged infraction. In event you are found guilty of a violation of the promises contained in these premises, you hereby agree to pay to this Department (Fifty) \$50.00 for each such violation plus (Fifty) \$50.00 Dollars for each day that such violation continues following the day this Department finds you guilty of such violation. You shall also stop serving for thirty (30) days a customer involved in such violation, and you shall pay an additional (Fifty) \$50.00 Dollars to this Department for each day that such customer is served during this thirty day period. The payments herein set forth shall be mandatory and not discretionary. There shall be no appeal upon finding that you have violated the promises contained in these premises. Any money thus secured shall be

to defray the expenses of the Department's Agent or Agents carrying on the work in this territory.

4. The Department of Agriculture believes that it is advisable for the Department to have a representative in the San Antonio territory during the period of this emergency in order that its' recommendations will be carried out and observed. The Department therefore request that you agree to pay your prorata shares along with the rest in order that the Department of Agriculture may maintain such a representative in the San Antonio territory.

5. The Department of Agriculture of the State of Texas respectfully request that the Health Department, Mayor and Commissioners of the City of San Antonio make this code a part of their regular milk ordinance and to which you have also requested when you will have expressed your approval of the program herein outlined.

6. The Department of Agriculture is necessarily working out a program of stabilization with the entire milk industry in the San Antonio Milk Shed and before this program is put into effect request that signatures hereto represented 51% in number of both distributors and producers and 70% by volume of each. The Department of Agriculture hereby promises you that whenever 51% in number of both distributors and producers and 70% by volume of each in the San Antonio milk shed express their desire to terminate their cooperation with this Department, within ten days thereafter this Department will cease its efforts in behalf of the milk industry in San Antonio, and will return to you your prorata shares of any monies that might have accumulated above actual expenses incurred in this work.

7. It is the intent and purpose of this agreement that its provisions apply only to Grade A Milk as designated by the Department of Public Health and Welfare of the City of San Antonio.

8. This Department, of its own initiative, request you individually and without regard to the action of any other distributor in the San Antonio trade territory, to express your cooperation with this program as outlined in these premises by so stating on this instrument and returning it to this Department.

Yours very truly,

DEPARTMENT OF AGRICULTURE

By _____

_____ hereby expresses my/or our cooperation with the Department of Agriculture as outlined in these premises/and/penalties herein contained.

Signed: _____

Witness _____

Date _____

PURCHASE PLAN

Your purchase plan containing the following minnum prices shall be printed and distributed to your producers:

The distributor agrees to pay the producer \$2.00 per hundred pounds for 75% and \$1.50 per hundred pounds for 25% of his base milk on a 4% butter fat basis with a differential of 2 cents a point up and 3 cents a point down. The amount of base milk shall be; The total salesgallonage of milk, butter-milk, chocolate milk and sweet cream. Gallonage for sweet cream shall be computed so as to include the maximum amount of milk necessary for 20% light cream and 32% heavy cream.

Surplus price shall be paid for all milk purchased that does not fall within the classification of base milk. The price per pound butter-fat for surplus milk shall be the price of Chicago Standards on the preceeding Wednesday less 2 cents per pound.

MINIMUM SELLING PRICES.

Your price list containing prices not less than the following shall be printed and distributed to your retail and wholesale trade;

		<u>WHOLESALE</u>	<u>RETAIL</u>
SWEET MILK (Whole)	Gallons	\$0.30	\$0.40
	Quarts	.07½	.10
	Pints	.05	.06
	½ Pints	.03	.04
BUTTERMILK	Gallons	.24	.32
	Quarts	.06	.08
	Pints	.04	.05
	½ Pints	.03	-
CHOCOLATE MILK	Quarts	.08	.10
	Pints	.05	.06
	½ Pints	.03	.04
LIGHT CREAM 18% to 21%	Gallons	1.40	-
	Quarts	.35	.40
	Pints	.18	.21
	½ Pints	.10	.12
HEAVY CREAM 30% to 33%	Gallons	1.80	-
	Quarts	.45	.50
	Pints	.23	.26
	½ Pints	.12	.14
SUB-STANDARD CREAM 11% to 13%	Gallons	.80	1.00
	Quarts	.20	.25
	Pints	.11	.15

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

Before me, the undersigned, on this day personally appeared Thornton

Hall, who being by me duly sworn, says on oath that he is

Secretary of the San Antonio 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: April

13, 14, 16, 17, 18, 19, 20, 21, 23, 1934.

Thornton Hall

Sworn to and subscribed before me this 16th day of July 1934.

C. J. Thomes.
Notary Public in and for Bexar, County,
Texas.

AN ORDINANCE **OH-99**

AMENDING "AN ORDINANCE AMENDING AN ORDINANCE CREATING SAN JOSE BURIAL PARK, REGULATING THE SALE OF LOTS THEREIN, AND ITS OPERATION".

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

1. That Paragraph 7 and 7-a of "An Ordinance amending an ordinance creating San Jose Burial Park, regulating sale of lots therein, and its operation", passed and approved on the 15th day of December, A. D. 1930, be and the same are hereby amended to read as follows:-

2. Paragraph 7. All income from the sale of lots, parts of lots or single graves, and all income from digging graves, placing foundations for monuments, special care of lots, or from other work done in the course of the operation of the cemetery, shall be placed in the San Jose Burial Park Operating Fund; this ordinance to be retroactive to June 1, 1933, insofar as to cover all funds held in bank and not already invested in bonds.

3. Paragraph 7-a When at the end of any fiscal year the amount of money in the San Jose Burial Park Operating Fund shall exceed \$5,000, such surplus shall be placed in the Permanent Maintenance Fund of the San Jose Burial Park. This fund herein created shall be placed out at interest in bonds of the City of San Antonio, or any improvement district thereof, Bexar County,

the State of Texas, or the United States of American, when same shall give accrued to a sum which would make practicable so doing; and the interest only thereon shall be placed in the Cemetery Fund for current operation;

4. The importance of this legislation for the order, good government and general welfare of the City of San Antonio creates an emergency and an imperative public necessity that the stipulation requiring an ordinance of a general character to be read at three several meetings before receiving final action thereon, is hereby otherwise ordered by a two-thirds vote of the full Board, and it is ordered that this ordinance shall go into effect and be in full force and after its passage by the four-fifths vote of the Commissioners, as required by Section 36 of the Charter of the City of San Antonio.

PASSED AND APPROVED on the 26th day of April, 1934.

C. K. Quin.
Mayor, City of San Antonio,
Texas.

ATTEST: Jas. Simpson.
City Clerk.

AN ORDINANCE *OH-100*

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$2,000.00 FROM THE FROST NATIONAL BANK AND THE ALAMO NATIONAL BANK TO PAY CURRENT EXPENSES IN THE MATTER OF THE FIREMEN, POLICEMEN AND FIRE ALARM OPERATORS' PENSION FUND.

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

1. That the City of San Antonio is authorized to borrow from the Frost National Bank and the Alamo National Bank of San Antonio, Texas, \$2,000.00 to pay that part of the current expenses for the fiscal year beginning June 1st, 1934 and ending May 31st, 1935, which represents the obligation of the City for the payments of benefits stipulated under the terms of an Ordinance creating a Special Fund to aid the disbursements of the Board of Firemen, Policemen, and Fire Alarm Operators Pension Fund Trustees, passed and approved on the 1st day of July, A. D. 1929, which sum does not exceed the estimated current income of said City for said fiscal year for said purpose.

2. As evidence of said loan two promissory notes of the City of San Antonio shall be executed and delivered to each of said banks representing the amount borrowed from each of said banks respectively, which notes shall be drawn and executed as stipulated by the Charter and Ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, which notes shall be numbered consecutively from One to Two and shall be of the denomination of \$1,000.00 each, aggregating \$2,000.00, and shall bear interest at the rate of 6% per annum from date until maturity interest to be paid only on money actually advanced on said notes and only from the dates of the advancement to the dates of payment, which notes shall be signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, and the corporate seal of the City shall be applied thereto, and said notes shall draw interest after maturity at the rate of 7% per annum; all advances shall be made on lawful warrants and/or notes which shall provide for maturity not later than July 1st, A. D. 1935, which privilege of per-payment prior to maturity; and the aggregate amount of the warrants, notes or other obligations outstanding at any one time shall not exceed the unpledged current revenue of the Firemen, Policemen and Fire Alarm Operators Pension Fund remaining uncollected for such current fiscal year, and said warrants and/or notes shall constitute a first lien upon said uncollected and unpledged revenue arising from the special tax levied and collected to create such fund for the current fiscal year, and all uncollected and un-

pledged back taxes for previous years 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.

3. The proceeds of said loan shall be used to pay current expenses of the City of San Antonio under the provisions of the Firemen, Policemen and Fire Alarm Operators' Pension Fund Ordinance for the current fiscal year, and the remainder shall be retained in said fund subject to the stipulations thereof.

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

"CITY OF SAN ANTONIO PENSION FUND NOTE, 1934.

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 (- - - name of bank - - -) of San Antonio, Texas, on or before the 1st day of July, A. D. 1935, the principal sum of \$1,000.00 in lawful money of the United States of America, together with interest thereon from from date hereof until paid, at the rate of 6% per annum, payable monthly, and from maturity until paid at 7%.

This note is one of a series of two notes, numbered from One to Two inclusive, of the denomination of \$1,000.00 each, aggregating \$2,000.00 authorized to be issued from time to time by the City of San Antonio, evidencing loans made to said City by said Bank, for the purpose of paying off certain indebtedness incurred for current expenses of said City during the fiscal year beginning June 1st, A. D. 1934, ending May 31st, A. D. 1935, 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 (- - - date of passage - - -) 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, notes issued alternately, to the Alamo National Bank, and the Frost National Bank.

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, from and manner, as required by law; and that the full tax authorized by the Ordinance creating the Firemen, Policemen and Fire Alarm Operators' Pension Fund of said City for the fiscal year June 1st, A. D. 1934, to May 31st, A. D. 1935, and all uncollected and unpledged back taxes for previous years, are hereby irrevocably pledged for the punctual payment of the principal and interest of this series of notes."

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

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

7. PASSED AND APPROVED this 14th day of June, A. D. 1934.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

AN ORDINANCE *OH-101*

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$3,000.00 TO PAY THE CURRENT EXPENSES OF THE CITY OF SAN ANTONIO FOR PUBLIC LIBRARIES.

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

1. That for the purpose of paying the current expenses of the City of San Antonio for the support and maintenance of the public libraries of said City for the fiscal year 1934 beginning June 1, 1934, there shall be borrowed and secured from the Alamo National Bank an advance of money in the sum of \$1,000.00 and from the Frost National Bank an advance of money in the sum of \$2,000.00 as provided by the Charter and Ordinances of said City, which amount do not exceed the estimated current revenue and income of said City for said fiscal year applicable to said purpose.

2. That to evidence said loans and advances by said banks, there shall be executed and delivered to them three promissory notes of the City of San Antonio, numbered consecutively from