

Laws of the State of Texas, and in pursuance of an ordinance duly passed by the Commissioners of said City on the 29th day of July, 1939, recorded and of record in the Ordinances Record Book I of the City of San Antonio, and are secured concurrently, regardless of date of issuance, as shown and recited in said ordinance.

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

It is hereby declared and certified that all acts, conditions and things required to be done precedent to and authorizing the borrowing of said funds and money and the issuance of this series of notes and pledging, transferring and assigning securities, above referred to, for the purpose of better securing the payment thereof, have been properly done and performed in regular and due time, form and manner, as authorized and required by the City Charter and Ordinances and as provided by law; and that the full faith and credit of the City of San Antonio, and the securities aforesaid, are bound, pledged, transferred and assigned for the purpose of better securing the payment of said entire series of notes issued, and to be issued, per all of their terms, all standing alike and being equally proportionally secured, and no part of which said securities shall be diverted, applied or used for any other purpose or object whatsoever until the full and final payment, principal and interest, or said series of notes.

IN TESTIMONY WHEREOF, the City of San Antonio has caused this note to be executed, signed by the Mayor, countersigned by the City Treasurer and the City Auditor, and attested by the City Clerk, with the corporate seal affixed, this the ____ day of _____, 193_.

CITY OF SAN ANTONIO, TEXAS

By _____
Mayor, CITY OF SAN ANTONIO, TEXAS

Countersigned:

By _____
Treasurer, CITY OF SAN ANTONIO, TEXAS

By _____
Auditor, CITY OF SAN ANTONIO, TEXAS"

ATTEST:

City Clerk
CITY OF SAN ANTONIO
TEXAS.

5. The City of San Antonio will levy a tax as stipulated by law at a rate sufficient to produce a return to pay the series of notes specified herein, according to their tenor and effect.

6. That the Mayor of said City be and he is hereby authorized and directed to deliver said promissory notes to the payees thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

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

8. PASSED AND APPROVED this 31st day of July, A. D. 1939.

C. Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

- - -

AN ORDINANCE (341)

01-309

ADOPTING A TENTATIVE BUDGET FOR THE EXPENDITURES EXPECTED TO BE MADE BY THE CITY DURING THE CURRENT FISCAL YEAR 1939.

...

BE IT ORDAINED by the Commissioners of the City of San Antonio:

1. That a tentative budget for the expenditures expected to be made by the City of San Antonio, Texas, during the current Fiscal Year 1939, beginning June 1, 1939 and ending May 31, 1940, containing an estimate of the various amounts apportioned to each Department for services, public work, materials, supplies and expenses, estimated to be necessary therefor, is hereby adopted, in words and figures as follows:

| | |
|--|---------------|
| For the Department of Public Affairs in General, the sum or | \$ 331,420.00 |
| For the Department of Taxation, the sum of | 105,886.06 |
| For the Department of Sanitation, Parks and Public Property, the sum of | 655,405.78 |
| For the Department of Streets and Public Improvements, the sum of | 427,800.00 |
| For the Department of Fire and Police, the sum of | 1,198,285.00 |

Total Budget for all of the Above \$2,718,796.84

2. Be it further ordained that the sum of TWO MILLION SEVEN HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED NINETY SIX & 84/100 DOLLARS (\$2,718,796.84), be and the same is appropriated hereby out of the 1939 General Fund, to provide for the operating expenses of the various departments of the City for the Fiscal Year ending May 31, 1940, as set out in Section 1.

3. PASSED AND APPROVED on the 31st day of July, 1939.

C Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

AN ORDINANCE (344)

01-309

APPOINTING THE PURCHASING AGENT OF THE CITY OF SAN ANTONIO.

...

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That Whitlow ^K Perkins is hereby appointed to the position of Purchasing Agent of the City of San Antonio.
2. The Purchasing Agent aforesaid is appointed for a temporary period and from day to day only, subject to removal, with or without cause, by the Mayor of the City of San Antonio.
3. PASSED AND APPROVED on the 1st day of August, A. D. 1939.

C Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

AN ORDINANCE (345)

01-309

APPOINTING C. A. HART CHIEF OF THE FIRE DEPARTMENT.

...

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That C. A. Hart be and he is hereby appointed to the position of Chief of the Fire Department of the City of San Antonio.
2. PASSED AND APPROVED this 1st day of August, A. D. 1939.

C Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

AN ORDINANCE (346) *01-310*

FIXING THE STATUS AND COMPENSATION OF CERTAIN EMPLOYEES OF THE COMMISSIONER OF FIRE AND POLICE.

...

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. The parties whose names are listed herein, are employees of the Commissioner of Fire and Police of the City of San Antonio and are hereby declared to be non-members of the Fire and Police Department, each and all of said employees being apprentice firemen, who are still serving their six months period of probation before their appointments to the Fire and Police Department are completed or perfected.

2. The following employees, whose status is fixed above, shall receive compensation at the monthly salary rate opposite their respective names:

| | | | |
|-------------------|----------|-----|-------|
| F. R. Frost | \$100.00 | per | month |
| J. E. Martin | 100.00 | " | " |
| H. E. Burnett | 100.00 | " | " |
| T. C. Gilley | 100.00 | " | " |
| G. A. Genull | 100.00 | " | " |
| R. B. Cruz | 100.00 | " | " |
| E. G. Leonard | 100.00 | " | " |
| T. A. Hughes | 100.00 | " | " |
| E. A. Rizzo | 100.00 | " | " |
| E. J. Juelg | 100.00 | " | " |
| L. G. Germer | 100.00 | " | " |
| D. C. Moore | 100.00 | " | " |
| H. G. Lutz | 100.00 | " | " |
| C. H. Denniston | 100.00 | " | " |
| P. H. Donahue | 100.00 | " | " |
| H. B. Spahn | 100.00 | " | " |
| F. E. Lee | 100.00 | " | " |
| G. W. Van Vleck | 100.00 | " | " |
| H. A. Mangold | 100.00 | " | " |
| J. C. Bartholomae | 100.00 | " | " |
| C. A. Smith | 100.00 | " | " |
| T. A. Carrico | 100.00 | " | " |
| D. J. Gaitan | 100.00 | " | " |
| W. A. Roy | 100.00 | " | " |
| I. J. Fletcher | 100.00 | " | " |
| A. A. Marnock | 100.00 | " | " |
| D. R. Herrera | 100.00 | " | " |
| J. H. Zrenner | 100.00 | " | " |
| G. J. Gudat | 100.00 | " | " |
| E. P. Flores | 100.00 | " | " |
| H. J. Burg | 100.00 | " | " |

Said salary rate shall be effective from and after August 1st, 1939, and until the expiration of said six months period of probation, but subject to removal with or without cause by the Commissioner of Fire and Police.

3. Said employees and each of them shall not be deemed employees of the Fire and Police Department until the expiration of their said period of probation.

4. All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

5. PASSED AND APPROVED this the 1st day of August, A. D. 1939.

C. Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

AN ORDINANCE (355) *01-311*

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1939, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE KEEPING.

...

BE IT ORDAINED by the Commissioners of the City of San Antonio:

1. That the securities pledged with the Governing Body of the City of San Antonio by the National Bank of Commerce of San Antonio, Texas, as City Depository, to secure the Funds of said City, deposited and to be deposited, in said Bank during the fiscal year beginning June 1, 1939 and ending May 31, 1940, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, be given said Bank for securities pledged by it, which said securities are described as follows:

Securities pledged by the National Bank of Commerce are described in the attached Receipts Nos. 1, 2, 3, 4 and 5, which are made a part of this ordinance by reference as fully as if it were specified herein.

2. The receipts given to said Bank for the securities pledged by it shall recite, in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce, San Antonio, Texas, as a Depository of said City, for the purpose of securing the Funds of said City, deposited and to be deposited, in said Bank during the Fiscal Year beginning June 1, 1939, upon the terms and conditions prescribed and provided by law.

3. It is directed that said securities be deposited by the Mayor, for safe-keeping in safe deposit box in the vaults of the National Bank of Commerce rented by the City from the said Bank.

4. PASSED AND APPROVED this the 2nd day of August, 1939.

C. Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

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EXHIBIT "A"

MEMORANDUM

August 1, 1939

Securities pledged by the National Bank of Commerce of San Antonio, Texas, for the purpose of securing the funds of the City of San Antonio deposited and to be deposited in said Bank during the fiscal year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939 of said City:-

| | | <u>RECEIPT NO.</u> |
|----------------|---|--------------------|
| \$200,000.00 | U. S. Treasury 3 $\frac{1}{4}$ % Bonds of 1945/43 | 1 |
| 400,000.00 | U. S. Treasury 1 $\frac{5}{8}$ % Notes of 1940 | 2 |
| 500,000.00 | U. S. Treasury Bills of 10-11-39 | 3 |
| 500,000.00 | U. S. Treasury Bills of 10-11-39 | 4 |
| 400,000.00 | Home Owners' Loan Corporation 1 $\frac{1}{2}$ % Bonds of 1947/45 | 5 |
| <hr/> | | |
| \$2,000,000.00 | | |

...

EXHIBIT "B"

San Antonio, Texas
August 1, 1939

Received from the National Bank of Commerce of San Antonio, Texas, the following described securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City, to-wit:

\$200,000.00 U. S. Treasury 3 1/4% Bonds of 1945/43
Nos. 8202 B @ \$100,000.00,
53459K, 53460L, 11346F, 12284D, 12662B, 48008J, 51828J,
18556F @ \$10,000.00 each,
10065E, 15912B, 18832B, 24543C @ \$5,000.00 each,
Interest Coupons due October 15, 1939 and subsequent Coupons
attached.

The said securities have been deposited in Safe Deposit Box No. 698-B, and have been
duly pledged with the governing body of the City of San Antonio, Texas, by the National
Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose
of securing the funds of said City, deposited and to be deposited in said Bank by
virtue of Ordinance passed July 29, 1939, of said City upon the terms and conditions
prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS,

By C. Ray Davis
MAYOR - Pro Tem

By C. Ray Davis
Commissioner of Taxation and
ex-officio City Treasurer.

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

BANK REPRESENTATIVES:

C. R. Spearman

C. P. Holbrook

RECEIPT #1

- - -
EXHIBIT "C"

San Antonio, Texas,
August 1, 1939.

Received from the National Bank of Commerce of San Antonio, Texas, the following
described securities pledged by said bank with the governing body of the City of
San Antonio, Texas, for the purpose of securing the funds of said City of San
Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beg-
inning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City,
to-wit:

\$400,000.00 U. S. Treasury 1 5/8% Notes, Due 3-15-40,
Nos. 21666-21667 @ \$100,000.00 each,
4442 through 4444, 41291-41292, 41319
through 41321, 42363 through 42369, 61420
through 61424 @ \$10,000.00 each,
Interest coupons due 9-15-39 and subsequent
coupons attached.

The said securities have been deposited in Safe Deposit Box No. 698-B and have been
duly pledged with the governing body of the City of San Antonio, Texas, by the
National Bank of Commerce of San Antonio, Texas, as a depository of said City for
the purpose of securing the funds of said City, deposited and to be deposited in
said Bank by virtue of Ordinance passed July 29, 1939, of said City upon the terms
and conditions prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS,

By: C. Ray Davis
MAYOR Pro Tem

By: C. Ray Davis
Commissioner of Taxation and
ex-officio City Treasurer.

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

BANK REPRESENTATIVES:

C. R. Spearman

C. P. Holbrook

RECEIPT # 2

EXHIBIT "D"

San Antonio, Texas,
August 1, 1939.

Received from the National Bank of Commerce of San Antonio, Texas, the following described securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City, to-wit:

\$500,000.00 U. S. Treasury Bills, Without Interest,
Dated July 12, 1939,
Due October 11, 1939,
@ \$100,000.00 each, Nos. 171423-171424, 171496,
171414-171415.

The said securities have been deposited in Safe Deposit Box No. 1119-A and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed July 29, 1939, of said City upon the terms and conditions prescribed and provided by law.

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

THE CITY OF SAN ANTONIO, TEXAS,

By C. Ray Davis
MAYOR Pro Tem

By C. Ray Davis
Commissioner of Taxation and
ex-officio City Treasurer.

BANK REPRESENTATIVES:

C. R. Spearman

C. P. Holbrook

RECEIPT # 3

- - -
EXHIBIT "E"

San Antonio, Texas
August 1, 1939.

Received from the National Bank of Commerce of San Antonio, Texas, the following described securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City, to-wit:

\$500,000.00 U. S. Treasury Bills, Without Interest, Dated 7-12-39,
Due and payable October 11, 1939, @ \$100,000.00 each,
Nos. 171416 through 171420.

The said securities have been deposited in Safe Deposit Box No. 857-A and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed July 29, 1939, of said City upon the terms and conditions prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS,

By C. Ray Davis
MAYOR Pro Tem

By C. Ray Davis
Commissioner of Taxation and
ex-officio City Treasurer.

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

RECEIPT #4

BANK REPRESENTATIVES:

C. R. Spearman

EXHIBIT "F"

San Antonio, Texas
August 1, 1939.

Received from the National Bank of Commerce of San Antonio, Texas, the following described securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City, to-wit:

\$400,000.00 Home Owners' Loan Corporation 1½% Bonds of 1947/45
Nos. W1024, W251-2 @ \$100,000.00 each,
S15631 through S15635, S11512 @ \$10,000.00 each,
M12689, 12690, 12691, 16400, 20146 through 20150,
35372, 35373, 35374, 40669, 40670, 41904, 41905,
43320, 28040, 28254, 28255, 28256, 28257, 28258,
28259, 29480, 29496, 29497, 29498, 29545, 29546,
29547, 29589, 29590, 29620, 29621, 29622, 29630,
29631, 29659, 29660 @ \$1,000.00 each; Interest
Coupons due 12-1-39 and subsequent coupons attached.

The said securities have been deposited in Safe Deposit Box No. 70-B and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed July 29, 1939, of said City upon the terms and conditions prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS,

By C. Ray Davis
MAYOR Pro Tem

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

By C. Ray Davis
Commissioner of Taxation and
ex-officio City Treasurer.

BANK REPRESENTATIVES:

C. R. Spearman

C. P. Holbrook

RECEIPT #5

AN ORDINANCE (361)

MAKING A LEASE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MRS. K. E. JINGU, LEASING THE JAPANESE TEA GARDEN.
...

BE IT ORDAINED by the Commissioners of the City of San Antonio:-

1. That this ordinance creates and manifests a lease contract by and between the City of San Antonio, a municipality of the State of Texas, situated in the County of Bexar, hereinafter called CITY, acting by and through its Mayor, and Mrs. K. E. Jingu, a feme sole, a resident of San Antonio, Texas, hereinafter called LESSEE, as follows:

01-312

2. That the City leases to the Lessee for a term of one year, beginning August 1, 1939 and ending July 31, 1940, the privileges and concessions for the use of the premises known as the Japanese Tea Garden, on corporate property of the City of San Antonio, now occupied by the tenant, for the purpose of residence and the sale of fruit drinks, tea, sandwiches, lunches and novelties.

3. No advertisement of any kind of description shall be placed by the Lessee in the premises.

4. Produces manufactured in San Antonio shall receive preference, the price and quality being equal to the products manufactured elsewhere. The Lessee shall not permit substitution or misrepresentation of products.

5. The price 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.

6. Lessee agrees that she will not sublet said premises or any part thereof without the written permission of the City, which permission may be revoked at any time.

7. Should it be found or determined at any time that any of the rights, privileges and concessions herein granted to the Lessee, 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 place 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 concessions, in conflict with such limitations; it being the intention of the Commissioners of the City of San Antonio and the Lessee herein to comply with, and not in any manner violate, all of the stipulations in any of the grants, deeds or dedications of the said park. In the event that the Lessee 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 Lessee is stopped thereby the lease money herein provided shall be suspended, which suspension of lease money shall be full and complete accord and satisfaction for any damage claimed or to be claimed by the Lessee.

8. For and in consideration of the privileges and concessions granted to the Lessee herein, Lessee herein agrees, binds and obligates herself, her successors, heirs and assigns to pay the City of San Antonio at the office of the License and Dues Collector, in the City Hall, the following consideration: \$300.00 per year rental, payable \$25.00 per month, payments to be made on the 1st day of every month.

9. Lessee agrees that all statutes of the State of Texas and ordinances of the City of San Antonio which apply to her in the conduct of said business or any business conducted on said premises, will be obeyed and observed by her, her agents, servants and employees, and also by any sub-tenant, of hers, in event that written permission for a sub-tenant is granted. Lessee further agrees that she will not make, or suffer, any unlawful, improper or offensive use of the premises to be made; nor any use which shall be injurious to any person or property.

10. Lessee shall not erect any building on said premises except under written permission first obtained from the City, provided that the Lessee will peaceably yield up to the City or those handling its estate therein, said premises and all erections and additions made upon the same, in good repair in all respects, reasonable wear and tear excepted. Any such buildings or structures erected shall be and become the property of the City without cost or payment on expiration or termination of this lease or any renewal or extension thereof.

11. Lessee agrees to keep the said premises in good repair and condition at all times during said term. Lessee further agrees that she will hold harmless, reimburse and ind-

emnify the City from and against all loss, liabilities, claims suits, debts and demands of any kind or nature whatsoever, inclusive of but not restricted to personal injury claims and property damage claims, contractual debts that may be incurred, by or in any way growing out of the use, misuse or abuse of the premises herein demised. This agreement shall be binding on the Lessee, her heirs and personal representatives, her agents, servants and employees, and also on her sub-tenant or subtenants, their agents, servants and employees, heirs and personal representatives, in event of a sub-tenancy as hereinabove set out.

12. That all property of any kind that may be on the premises during the term of this lease, or any extension or renewal thereof, shall be at the risk of the Lessee, and the City shall not be liable to the Lessee or any other person for any injury, loss or damage to any property of any person from any cause on said premises; this provision to be in addition to the provisions of the preceding paragraph and other parts of this lease, and shall not modify said other parts or provisions in any way or manner.

13. The City of San Antonio reserves a special contract lien upon all property put in any of said places by the Lessee, or put in any of the said places by a sub-tenant of the Lessee, to secure the full and final payment to the City of San Antonio of the stipulated amount of this contract.

14. That no assent, expressed or implied by the City of any breach of Lessee's covenants, promises and/or conditions shall be deemed to be a waiver thereof unless such assent is first given in writing by the City and signed by a duly authorized officer. Any written assent or consent to such a breach by Lessee shall not be deemed to be a waiver of any succeeding breach of the same or any other covenant, promise and/or condition of this lease contract.

15. In event the City desires to use said premises for public purposes, the City may cancel this agreement by giving 30 days' advance notice in writing to the Lessee.

16. Provided always that these presents are upon this condition, that if Lessee, of her representatives, shall neglect or fail to pay the said rental or any installment thereof of the due date as provided for herein, the City may at its option cancel this agreement and terminate this lease; further provided that if the Lessee, or her representatives, shall neglect or fail to perform and observe any covenant, promise, condition or obligation herein, which on the Lessee's part is to be performed and/or observed, or if her leasehold estate shall be taken on execution, or if Lessee shall be declared to be a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of her creditors; then in such case the City, or those handling its estate in the premises may lawfully, immediately, or any time thereafter, without notice or demand enter into and upon the demised premises, or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming under her and remove their effects, forcibly, if necessary, without being deemed to be guilty in any manner of trespass and thereupon this demise shall absolutely terminate, but without prejudice to any remedies which might otherwise be used by the City for any breach of the Lessee's covenants, promises and/or conditions herein contained, and without having to answer to the Lessee, or those holding under her for damages of any nature resulting therefrom. All rights of the City of repossession given under this paragraph shall also apply to the first provision of this paragraph, to-wit: the option of the City to terminate this lease and repossess said premises in event of Lessee's failure to pay the rental or any installment thereof.

17. The Lessee shall pay for all electricity, gas and water used by her in her establishment.

18. The Lessee shall use extraordinary care to preserve the City property with which she comes in contact.

19. The foregoing instrument in writing constitutes the entire agreement, any other written or parole agreement with the City being expressly waived by the Lessee, it being understood that the Charter of the City requires that all contracts with the City be in writing and voted by ordinance.

20. This contract shall be accepted and be binding upon the parties hereto by virtue of the signatures subscribed to this instrument.

PASSED AND APPROVED this 3rd day of August, A. D. 1939.

C. Ray Davis
Acting Mayor

ATTEST: J. J. Patterson
City Clerk

21. The foregoing ordinance, constituting a lease contract, between the City of San Antonio and Mrs. K. E. Jingu, is accepted in all things by the undersigned, this 3rd day of August, A. D. 1939.

Mrs. K. E. Jingu
Lessee.

A RESOLUTION (374)

APPOINTING THE MEMBERS OF ELECTRICAL EXAMINING AND SUPERVISING BOARD.

...

BE IT RESOLVED by the Commissioners of the City of San Antonio:-

1. That the following named persons:-

| | |
|----------------|----------------------------------|
| E. M. Marceau, | Master Electrician |
| T. J. Vollmer, | Master Electrician |
| Benny Legler, | Journeyman Electrician |
| Vic Braunig, | Electrical Engineer |
| W. B. Stewart, | Electrical Inspector, Secretary; |

are hereby elected and appointed members of the Electrical Examining and Supervising Board, with the authority placed in them by the ordinance creating their office, to act from and after June 27, 1939.

2. PASSED AND APPROVED this 8th day of August, A. D. 1939.

Maury Maverick
Mayor

ATTEST: J. J. Patterson
City Clerk

AN ORDINANCE (375)

ACCEPTING AND APPROVING THE SECURITIES PLEDGED BY THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TO SECURE THE CITY FUNDS DEPOSITED AND TO BE DEPOSITED IN SAID BANK BY THE CITY DURING THE FISCAL YEAR 1939, AND DIRECTING THE DEPOSITING OF SAID SECURITIES FOR SAFE KEEPING AND RELEASING THE SURETIES ON BONDS ON RECEIPT NO. 3 GIVEN BY SAID BANK AS CITY DEPOSITORY.

...

BE IT ORDAINED by the Commissioners of the City of San Antonio:

1. That the securities pledged with the Giverning Body of the City of San Antonio by the National Bank of Commerce of San Antonio, Texas, as City Depository, to secure the Funds of said City, deposited and to be deposited, in said Bank during the fiscal year beginning June 1, 1939 and ending May 31, 1940, be and the same are hereby accepted and approved, and that receipt signed by the Mayor, countersigned by the City Auditor, and attested by the City Clerk, be given said Bank for securities pledged by it, which said securities are described as follows:

Securities pledged by the National Bank of Commerce are described in Receipts Nos. 1, 2, 4 and 5 attached to Ordinance dated August 2, 1939 and attached Receipts Nos. 6 and 7, which are made a part of this ordinance by reference as fully as if they were specified herein.

2. The receipts given to said Bank for securities pledged by it shall recite, in substance, that the said securities have been duly pledged with the Governing Body of the City of San Antonio, by the National Bank of Commerce, San Antonio, Texas, as a Depository of said City, for the purpose of securing the Funds of said City, deposited and to be deposited, in said Bank during the Fiscal year beginning June 1, 1939, upon the terms and conditions prescribed and provided by law.

3. It is directed that said securities be deposited by the Mayor, for safe-keeping in safe deposit box in the vaults of the National Bank of Commerce rented by the City from said bank.

4. That all securities on all bonds on Receipt No. 3 given to said City by said National Bank of Commerce, as City Depository, be and are hereby released from further liability as sureties on such bonds.

5. PASSED AND APPROVED this the 10th day of August, 1939.

Maury Maverick
Mayor

ATTEST: J. J. Patterson
City Clerk

- - -
EXHIBIT "A"

San Antonio, Texas
August 8, 1939.

Received from the National Bank of Commerce of San Antonio, Texas, the following described Securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City, to-wit:

\$100,000.00 U. S. Treasury Bills, Without Interest,
Dated July 12, 1939,
Due October 11, 1939, @ \$100,000.00,
No. 171415.

The said Securities have been deposited in Safe Deposit Box No. 1119-A and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed July 29, 1939, of said City upon the terms and conditions prescribed and provided by law.

THE CITY OF SAN ANTONIO, TEXAS.

BY: Maury Maverick
Mayor

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

BY: C. Ray Davis
Commissioner of Taxation and
Ex-Officio City Treasurer.

BANK REPRESENTATIVES:

C. R. Spearman

E. L. Bell

RECEIPT NO. 6

EXHIBIT "B"

San Antonio, Texas
August 8, 1939.

Received from the National Bank of Commerce of San Antonio, Texas, the following described Securities pledged by said Bank with the governing body of the City of San Antonio, Texas, for the purpose of securing the funds of said City of San Antonio, deposited and to be deposited in said Bank, during the Fiscal Year beginning June 1, 1939, by virtue of ordinance passed July 29, 1939, of said City, to-wit:-

\$100,000.00 City of San Antonio, Texas, General Fund Notes,
Due on or before June 30, 1940,
No. 6 @ \$25,000.00,
No. 7 @ \$25,000.00,
No. 8 @ \$25,000.00,
No. 9 @ \$25,000.00.

The said Securities have been deposited in Safe Deposit Box No. 1119-A and have been duly pledged with the governing body of the City of San Antonio, Texas, by the National Bank of Commerce of San Antonio, Texas, as a depository of said City for the purpose of securing the funds of said City, deposited and to be deposited in said Bank by virtue of Ordinance passed July 29, 1939, of said City upon the terms and conditions prescribed and provided by law.

The City of San Antonio, Texas,

By: Maury Maverick
MAYOR

COUNTERSIGNED:

T. N. Tucker
Auditor

J. J. Patterson
City Clerk

By: C. Ray Davis
Commissioner of Taxation &
Ex-Officio City Treasurer.

BANK REPRESENTATIVES:

C. R. Spearman

E. L. Bell

RECEIPT NO. 7.

AN ORDINANCE (399)

REGULATING AND LICENSING CERTAIN PERSONS, FIRMS AND CORPORATIONS ENGAGED IN THE BUSINESS OF LENDING MONEY WITHOUT SECURITY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO; EXCEPTING CERTAINS, FIRMS AND CORPORATIONS; PROVIDING FOR THE INSPECTION AND SUPERVISION OF SUCH PERSONS, FIRMS AND CORPORATIONS AND THEIR BUSINESSES; PROVIDING FOR THE ISSUANCE, DISPLAY AND REVOCATION OF LICENSES; PRESCRIBING A LICENSE FEE; PROHIBITING THE USE OF ARTIFICES OR SUBTERFUGE; PROHIBITING COMMUNICATIONS WITH INTENT TO HARASS OR ANNOY; PROVIDING FOR THE KEEPING AND INSPECTION OF RECORDS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING THAT THE INVALIDITY OF A PART OF THIS ORDINANCE SHALL IN NO WAY AFFECT THE REMAINING ONE; PROVIDING A PENALTY FOR THE VIOLATION OF ANY OF ITS PROVISIONS; AND PRESCRIBING THE EFFECTIVE DATE OF THIS ORDINANCE.

..1

WHEREAS, persons, firms and corporations are engaged in the business of lending money without security and are demanding and receiving exorbitant and unconscionable rates of interest, in violation of the state law, and such persons, firms and corporations so engaged in the business of lending money, in an attempt to obtain payment of the moneys so loaned, do wilfully and maliciously annoy the employers of their borrowers by continuous telephone calls

to the annoyance and harassment of the employers and their employees in the ordinary course of business, and generally affects the public interest, all of which requires strict supervision and inspection of such money-lending business; and

WHEREAS, it is deemed expedient and in the interest of the public welfare to regulate and inspect such persons, firms and corporations engaged in the business of lending money without security: Now, Therefore,

BE IT ORDAINED by the Commissioners of the City of San Antonio:

Section One

It shall hereafter be unlawful for any person, firm, or corporations, either as principal or as agent or representative of another, to engage in the business of lending money to individuals without security, within the corporate limits of the City of San Antonio, Texas, without first having obtained a license therefor and displaying the same as provided herein. The fact that the lender may require a surety guarantor or indorser shall not exempt the lender from the provisions of this ordinance.

Section Two

Every person, firm or corporation, before opening, maintaining or operating such a business for the lending of money in the City of San Antonio, shall make an application for a license for each such business maintained or operated by him, upon a blank to be furnished by the License and Dues Collector, on a form prescribed by such officer, which shall include among other things the full name and address of the applicant, both residence and place of business, including the street and number; and if applicant is a partnership or association, of every member thereof, and if a corporation, of each officer or director thereof; also the name under which the business is to be conducted. A separate license and application shall be required for each establishment, office or place of business conducting the business of lending money without security, regardless of the ownership of such business. Such application for license shall be sworn to by the applicant.

Section Three

Such license shall state the address at which the business is to be conducted and the name under which the business is to be conducted, and such license shall be kept conspicuously posted in the place of business of the licensee where it may be readily available for inspection by the public.

Section Four

Licenses shall not be transferable or assignable, but shall be valid only for the use of the licensee named therein; nor shall any licensee maintain more than one place of business under the same license, but the License and Dues Collector may issue more than one license to the same licensee upon compliance with all the provisions of this ordinance governing an original issuance of a license for each new license.

Section Five

Such license shall be valid only at the address stated in said license; provided, however, that should a licensee desire to change his place of business to another location, he shall give written notice thereof to the License and Dues Collector who shall attach to the license, in writing, his record of the change and the date thereof, which shall be authority for the operation of such business under such license at such new location.

Section Six.

After having filed said application with the License and Dues Collector and secured said license as herein provided for, the licensee shall pay to the License and Dues Collector the sum of Fifty Dollars (\$50.00) as an annual license fee.

Section Seven

It shall be unlawful for any licensee hereunder by the use of any artifice or subterfuge to demand or receive any greater rate of principal or interest than is provided for in the contract.

Section Eight

It shall be unlawful for any licensee hereunder, his agents, servants, or employees, to communicate with the employer of any borrower relating to any loan made by the licensee to the borrower, with intent to harass or annoy the employer of the borrower.

Section Nine.

Each licensee hereunder shall keep a complete set of records showing a list of loans made, giving the name and address of the borrowers, the amount of cash actually lent and the amount of principal and interest the borrower agreed to pay, whether such transaction was an original lending or a renewal of an existing loan, the amount of money paid to the licensee by the borrower and how same was credited; that such books and records shall at all reasonable times during business hours be subject to inspection by the License and Dues Collector of the City of San Antonio and his duly authorized agents.

Section Ten

Any license herein granted shall be subject to revocation by the Commissioners of the City of San Antonio after due notice to the holder of such license and hearing thereon, upon proof of the violation of any of the provisions of this ordinance.

Section Eleven

Any person, firm or corporation who shall violate any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not to exceed Two Hundred Dollars (\$200.00), and each day's operation without a license as herein provided for shall be considered a separate offense.

Section Twelve

This ordinance shall not apply to any person, co-partnership, association or corporation doing business under and as permitted by the laws of this State or the United States, relating to banks, savings banks, trust companies, building and loan companies, Morris Plan Banks, licensed credit unions, licensed rural credit unions; agricultural and livestock pools and farmers' co-operative societies.

Section Thirteen

If any clause, sentence, section, provision or part of this ordinance shall be adjudged to be unconstitutional or invalid for any reason by any court of competent jurisdiction, such judgement shall not impair, affect or invalidate the remainder of this ordinance, which shall remain in full force and effect thereafter.

Section Fourteen

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby expressly repealed.

Section Fifteen

This ordinance shall become effective and be in full force and effect from and after the date of its passage and publication as required by law.

PASSED AND APPROVED this 14th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

AFFIDAVIT OF PUBLISHER

THE STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation on 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: August 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 1939.

Thornton Hall

Sworn to and subscribed before me this 29th day of August, 1939.

Walter Kenaner
Notary Public in and for
Bexar County, Texas.

* * * *

OI-316

AN ORDINANCE (400)

PROVIDING FOR THE GRANTING OF PERMITS FOR PUBLIC MEETINGS

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

1. That from and after this date, all permits for public meetings on the streets or in the parks, plazas or public buildings, or other public places, in the City of San Antonio, shall be granted by the Mayor.
2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.
3. PASSED AND APPROVED this 14th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

* * * *

OI-317

AN ORDINANCE (424)

GRANTING APPLICATION OF WILLARD OPP AND M. L. BILLINGS TO ORGANIZE AND OPERATE A PRIVATE NIGHT-WATCH AGENCY.

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

1. That the application of Willard Opp and M. L. Billings to organize and operate a private night-watch agency, to be known as "The San Antonio Merchant Police", be and the same is hereby granted, this permit to become effective conditioned upon the filing with the City Clerk by said applicants of a good and sufficient penal bond in the sum of \$5,000.00, payable and conditioned as required by the ordinance of May 29th, 1929, as recorded in Ordinance Book "G", page 5 80.

2. Each watchman employed by the applicants shall, before entering upon his duties, make a bond to the City of San Antonio in the sum of \$300.00, and file same with the City Clerk.

3. All of said bonds mentioned herein shall first receive the written approval of the City Attorney before being filed with the City Clerk.

4. PASSED AND APPROVED this 16th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

* * * *

AN ORDINANCE (426)

APPOINTING C. O. SAWTELLE TO MEMBERSHIP ON PENSION BOARD.

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

That C. O. Sawtelle be and he is hereby appointed to membership on the Board of Trustees of the Firemen, Policemen and Fire Alarm Operator's Pension Fund.

PASSED AND APPROVED this 17th day of August, 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

* * * *

AN ORDINANCE (447)

CREATING AND ESTABLISHING THE SAN ANTONIO FIRE FIGHTERS ACADEMY.

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

1. There is hereby established and created the SAN ANTONIO FIRE FIGHTERS ACADEMY to function under the supervision and management of the Commissioner of Fire and Police of the City of San Antonio.

2. The purpose of said Academy shall be to train those non-members of the Department who are eligible for possible future appointment as members of the Fire Department of the City of San Antonio upon completion of the said course of training in the fields of fire fighting, fire prevention, fire investigation, salvage, control of fire, first aid and such other and further subjects as may be deemed necessary by the Commissioner of Fire and Police of the City of San Antonio.

3. The training to be given the students in said Fire Fighting Academy shall consist of both theoretical and practical training which will familiarize the students with the active duties of the members of the Fire Department.

4. It shall be the duty of the Commissioner of Fire and Police to provide for the necessary instruction in said school under his supervision and control; and the Chief of the Fire Department of the City of San Antonio shall be and is hereby designated as Chief Instructor thereof by virtue of his office.

5. The Chief Instructor of the SAN ANTONIO FIRE FIGHTERS ACADEMY, shall be responsible for the conduct of said school to the Commissioner of Fire and Police of the City of San Antonio, and he shall report to said Commissioner from time to time upon request concerning the progress of the training of the students in said school.

6. The course of training in said school shall cover a period of thirty (30) months or such other period as the Commissioner of Fire and Police may designate and said course of training shall be divided into two grades, so that there are Second Classmen and First Classmen.

7. Second classmen shall receive training for a period of 12 months or such other period as the Commissioner of Fire and Police may designate from the date they enter the SAN ANTONIO FIRE FIGHTERS ACADEMY,

First classmen shall receive training required during the last 18 months of the school or such other period as the Commissioner of Fire and Police may designate.

8. While said students are in attendance at said SAN ANTONIO FIRE FIGHTERS ACADEMY, they shall be furnished a pecuniary allowance by the City of San Antonio sufficient for them to subsist upon, in accordance with the following schedule:-

The members of the second class during the first half of their course of training shall receive the sum of \$75.00 per month, and during the second half of their course of training shall receive the sum of \$85.00 per month. The members of the first class shall receive the sum of \$100.00 per month for the first two-thirds of their course of training, and the sum of \$125.00 per month during the remainder of their course of study.

9. Upon completion of the course of training herein prescribed, and in accordance with the regulations of the Commissioner of Fire and Police of the City of San Antonio said students shall be eligible for appointment as regular members of the Fire Department of the City of San Antonio within the discretion of the Commissioner of Fire and Police, but under no circumstances shall they be considered or deemed regular members of the Fire Department of the City of San Antonio while pursuing their course of instruction. Eligibility shall also be based upon the possession of such physical and mental ability as may be required by the Civil Service Board of the City of San Antonio and upon the possession of a special adaptability for the work which is or may be required of regular members of the Fire Department of the City of San Antonio, same to be determined within the discretion of the Commissioner of Fire and Police.

10. Any student attending the SAN ANTONIO FIRE FIGHTERS ACADEMY may be dismissed at any time with or without cause from said school by the Commissioner of Fire and Police of the City of San Antonio upon recommendation of the Chief Instructor of said school, and such action of the Commissioner of Fire and Police of the City of San Antonio shall be final. The student so dismissed, however, shall be entitled to his pecuniary subsistence allowance up to the date of such dismissal.

11. Upon the successful completion of the course provided for in the SAN ANTONIO FIRE FIGHTERS ACADEMY, the student shall be graded on the basis of competitive examinations and efficiency in active field duty experience, and upon the basis of said grading, and the other qualifications herein set forth, the Commissioner of Fire and Police of the City of San Antonio shall choose those to be appointed to membership in the Fire Department of the City of

San Antonio. This section shall not be construed in any way so as to prohibit the dismissal of any student at any time prior to the completion of the full course of training.

12. Successful completion of the course of instruction herein set forth shall not automatically qualify the person completing same for regular membership in the Department of Fire and Police of the City of San Antonio, but appointment as such regular member shall remain within the discretion of the Commissioner of Fire and Police of the City of San Antonio.

13. Nothing herein shall operate to make such students eligible for Civil Service status until the completion of said 30 months term, or other term, of training.

14. The first course of instruction of the SAN ANTONIO FIRE FIGHTERS ACADEMY shall begin on a date fixed by the Commissioner of Fire and Police of the City of San Antonio, and shall be conducted for a period of thirty (30) months or such other period as may be fixed by the Commissioner of Fire and Police thereafter.

15. PASSED AND APPROVED this 19th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

* * *

A. RESOLUTION (461) *01-320*

APPOINTING COMMITTEE TO ACT IN SUBSTITUTION OF SECURITIES BY DEPOSITORY.

- - -

WHEREAS, the contract of the City of San Antonio with the National Bank of Commerce of San Antonio, City Depository, provides that whenever the securities pledged and placed with the City by the depository bank, to better secure the payment of and accounting for city funds and moneys, shall be in excess of the amount required under the provisions of this said Ordinance and contract, the Governing Body of the City shall permit the release of and turn over and deliver to the bank such excess in value of required securities; and when and if the city funds and moneys deposited with such depository bank shall increase or be increased to a sum and amount beyond and above the amount of value as agreed upon of the securities pledged, said depository bank shall promptly and IMMEDIATELY pledge and place additional securities with the City, so that and to the end that the total securities pledged shall at no time be of a less value than the total amount of the city funds and moneys on deposit with such said depository bank, and further providing that the right of substitution of securities shall be and is hereby given and granted to the depository, provided that the securities to be substituted meet with the requirements and are of the kind and character thereinabove specified, and are approved by the Governing Body of the City of San Antonio. All maturing interest paid, and maturing interest coupons or other evidences of interest, shall when due be turned over and delivered to said depository provided at all times that the remaining securities shall at least equal in value the amount of the funds and moneys of the City then deposited with said depository; and,

WHEREAS, the Governing Body of the City of San Antonio, to-wit, the City Commission-

ers, desire to appoint a committee of three to act for them and in their behalf in the performance of such duties, consisting of the Commissioner of Taxation, or in case of his absence or incapacity his Chief Deputy Assessor and Collector, the City Clerk, or in case of his incapacity or absence an Assistant City Clerk, and the City Auditor, or in case of his absence or incapacity an Assistant City Auditor; NOW, THEREFORE:-

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

That said officials be and are hereby authorized and empowered to act in such cases for and in behalf of the Governing Body of the City of San Antonio;

PASSED AND APPROVED this 24th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (462) *01-321*

CONTRACTING WITH RUSSELL OIL COMPANY FOR THE WRECKING AND REMOVAL OF
SAN PEDRO PARK BATH HOUSE.

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

That this ordinance creates and manifests a contract by and between the City of San Antonio, acting by and through its duly authorized Mayor, and Russell Oil Company, a corporation doing business in San Antonio, Texas, acting by and through Raymond R. Russell,

WITNESSETH:-

1. That the City of San Antonio, in consideration of the sum of \$150.00 paid by the said Corporation, the receipt of which is hereby acknowledged, hereby sells, assigns and conveys unto the said Corporation, all of its rights, title and interest in and to the building known as the Old Bath House located at San Pedro Park, San Antonio, Texas, provided that said corporation within thirty days from date hereof, complete the razing, wrecking and removal of said building from the premises of San Pedro Park and transport the wreckage and material to some premises owned or controlled by said corporation.

2. Said Corporation agrees to raze, wreck and remove said property, in accordance with the above, and all the terms and conditions of this contract; and on such wrecking and removal, etc., said razed and wrecked material shall be and become the sole property of said corporation, for which it has paid said sum.

3. It is agreed and understood that said wrecking, razing and removal shall be done solely by said corporation, its agents, servants and employees at such hours as may be mutually convenient, and the said corporation has contracted with said City on behalf of itself, its agents, servants and employees solely and only as an independent contractor.

4. Said corporation agrees to remove all of said building down to the ground

level, leaving the premises in good condition after such removal, and to remove all debris and/or refuse matter in addition to the wrecked material from said building.

5. Said corporation agrees to release and hold harmless the City of San Antonio from any and all claims, injuries, damages, suits, demands and other liabilities, either to person or property, that might result from the performance of this contract, and makes this agreement on behalf of itself, its agents, servants and employees, and any and all other claimants; and said corporation further agrees to indemnify the City of San Antonio from any and all claims, damages or other loss it might suffer on account of the aforesaid injuries, etc. to the person or property of any one; and to carry Workmen's Compensation and Public Liability insurance in an adequate amount in the performance of this contract.

6. Said corporation further agrees to maintain a watchman on said premises at all times during the performance of this contract; that said premises shall be roped off and no one shall be allowed to enter except those working on the job and the duly authorized employees of the City of San Antonio who may be required to enter said premises on official business.

7. This agreement contains all the terms of the contract and it is understood that all contracts of the City of San Antonio are required to be made by ordinance.

PASSED AND APPROVED this 24th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

ACCEPTED this _____ day of August, A. D. 1939.

RUSSELL OIL COMPANY,

By _____

* * * *
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01-322

AN ORDINANCE (463)

AUTHORIZING THE MAYOR TO CONTRACT WITH THE TEXAS COMPANY CONCERNING GREASE AND LUBRICATING OIL USED AT STINSON FIELD AIRPORT.

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

1. That the Mayor of the City of San Antonio be and he is hereby authorized to execute a contract with the Texas Company, with the District Sales Office at Houston, Texas, for purchase of lubricating oil and grease for a period of one year from August 1, 1939, at twenty (20) per cent less than Dealer's price; said contract being hereto attached and made a part hereof, for all purposes.

2. PASSED AND APPROVED this 24th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AN ORDINANCE (464) *OT-323*

AUTHORIZING THE POLICE TO ESTABLISH SAFETY ZONE AROUND ACCIDENT OR COLLISION PREMISES; REGULATING OPERATION OF WRECKERS ON THE STREETS, WAYS AND ALLEYS; PROVIDING FOR PERMITS OF SUCH WRECKERS, AND FOR REVOCATION OF SAME; PROVIDING A METHOD OF OPERATING A CALL BUREAU; PRESCRIBING PENALTIES FOR THE VIOLATION, AND DECLARING AN URGENCY.

- - -

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

SECTION 1. The Police Department shall be and is hereby authorized and empowered, in connection with the investigation of any automobile wreck, accident or collision occurring within the corporate limits of the City of San Antonio, to immediately, upon arriving at the scene of such accident or collision, create a safety zone around the scene of such accident or collision for such a distance as may be necessary and reasonable, so as to enable the Police Department to make a proper investigation of the collision or accident, the cause thereof, the parties involved, the parties responsible therefor, and to render such first aid or other assistance as may be necessary under the circumstances. When such zone or place is established, only the members of the Police Department investigating the wreck or collision, and, when necessary, ambulances and their attendants, or physicians, shall be permitted to enter said zone until the same shall have been opened by the police. Provided, however, that the Police Department, in their discretion, may permit the orderly passage of traffic through said safety zone, if same does not hamper the performance of their duties at such place, and also they may admit witnesses or other persons necessary to enable them to make proper investigation of such accident or collision, or to remove obstructions. The Members of the Police Department may summon a sufficient number of private citizens to preserve order and keep said safety zone clear from any intrusion or obstruction during the process of their investigation; such private citizens summoned shall have the power of peace officers during such emergency. The Police Department shall open said safety zone immediately after completing their investigation aforesaid.

SECTION II. The Police Department is hereby empowered to impound, at such place as they may direct, for the purpose of investigation, or the preservation of evidence, or for the public safety, any motor vehicle damaged or disabled, in whole or in part, and involved in any automobile wreck, accident or collision, on the streets of the City of San Antonio, whenever in their discretion it is necessary to do so. The Police Department shall retain possession of said motor vehicle or vehicles as long as same is reasonably necessary for said purposes, in their discretion, unless ordered to release said motor vehicle to its lawful owner by a court of competent jurisdiction.

SECTION III. It shall be unlawful for any person, firm or corporation, and/or its agents, servants and employees, operating trucks, cars or any other type of motor vehicles, equipped with a hoist or crane or similar device, for the purpose of towing or hauling disabled or damaged automobiles on the public streets, ways and alleys of the City of San Antonio, to precede or follow any ambulance or police car traveling in response to a call by the Police or owner as hereinafter provided, for the purpose of towing or hauling a disabled or damaged automobile, unless in such traveling all traffic laws of the State of Texas and traffic ordinances of the City of San Antonio are strictly observed at all times by the driver of said wrecker, and unless said wrecker is operated under a permit as hereinafter provided for. The driver of

any other employee of such wrecker shall not be permitted to enter the safety zone around the scene of an automobile collision or accident without the permission of the Police in charge.

SECTION IV. It shall be the duty of the License and Dues Collector of the City of San Antonio to issue permits to automotive wrecker establishments as herein provided for.

SECTION V. It shall be unlawful for any person, firm or corporation, owner, operator, lessee or agent or any automobile garage, automobile repair shop or other establishment, to operate trucks, cars or any other type of motor vehicle, equipped with a hoist or crane or similar device, for the purpose of towing or hauling, disabled or damaged motor vehicles on the public streets, ways and alleys of the City of San Antonio without first obtaining a permit as follows:

1. Applicant shall file a signed written application with the said License and Dues Collector on a form to be provided by said Collector, which shall state the name, residence and place of business of the owner of such wrecker vehicle; if applicant be a corporation, the address and place of business and the names of the President, Vice-President, and Secretary of said corporation; if applicant be a partnership, the names, addresses and places of business of each partner; the make, model and current license number of said motor vehicle; the names of any and all parties who shall, or may at any time, be permitted to drive or operate same on the streets, ways and alleys of the City of San Antonio. Said application shall list each wrecker for which a permit is applied for, giving such information as to each such vehicle, together with a certificate of inspection from the Police Department that such wrecker vehicle and all equipment thereon has been inspected and found to be safe in all respects and conforming to all laws and ordinances prescribing standards of safety for such vehicles.

2. A supplemental application shall be filed containing the same information at any time permit holder shall wish to operate an additional wrecker vehicle or vehicles.

3. All applications for permits shall be accompanied by a permit fee of \$25.00 for each wrecker vehicle to be operated.

4. The said License and Dues Collector shall, on receipt of such application, inspection certificate and permit fee, issue such applicant a permit to expire on the next succeeding May 31st.

5. An annual permit fee of \$25.00 for each such wrecker vehicle shall be charged in order to defray a part of the expense of inspection, issuance of permits and expenses of regulation under this ordinance.

6. If a permit is applied for, applicant shall pay pro rata the amount of the permit fee based on the remaining part of the year to expire on the next succeeding May 31st. A copy of said permit shall be furnished for each wrecker vehicle operated thereunder, said copy to be carried at all times in such wrecker vehicle.

SECTION VI. Said permit or permits shall be revoked by the Judge of the Corporation Court of the City of San Antonio at any time after a hearing thereon and without remitting the unused portion of said permit fee, when proved to him by satisfactory evidence that such wrecker vehicle or vehicles are being operated in a negligent, careless and reckless manner so as to endanger public safety, or property; or upon proof of three convictions for violation of traffic laws and/or ordinances by said permit holder, or his employee, in which such wrecker vehicle, or any of them, was involved; or upon satisfactory proof to said Court that any permit holder hereunder, and/or his agents or employee, has paid any sum of money or given anything of value to any member of the Police Department, in exchange for any reports of automobile wrecks. Any member of the Police Department accepting money or anything of value in exchange for such information shall after a hearing thereon be dismissed from service.

After a wrecker permit has been cancelled as above set out, the holder of such cancelled permit shall not be allowed to make application for another permit until the expiration of three months from the date of cancellation aforesaid.

SECTION VII. The Chief of Police shall place the names of all permit holders hereunder in a record which shall be kept under his supervision. Whenever an accident occurring in the City of San Antonio is reported to the police station, or any of its branches, the Chief of Police shall call one of said automotive wrecker companies to visit the scene of the accident and tow or haul in wrecks, disabled or damaged motor vehicles that necessarily should be removed; distributing such calls evenly and fairly among said wrecker companies in rotation as near as possible, taking in consideration the locality of the accident and the conditions surrounding it. It shall be a violation of this ordinance for any wrecker or wrecking company, or agent thereof, to visit the scene of such accident or collision, with or without wrecker vehicle, unless called, as aforesaid. Provided, that nothing in this ordinance shall be held or be construed to mean that the owner of any automobile involved in an accident or collision shall be prevented from calling any wrecker or wrecker company of his own personal choice. No wrecked car shall be removed from the scene of the accident except by order of the police or written order of the owner, or his duly authorized agent.

It shall also be a violation of this ordinance for any wrecker company, agent, servant or employee thereof, to visit the scene of a wreck with intention to solicit such business, if the information concerning such wreck was obtained over a short-wave radio receiving set and from a Police Department broadcast.

SECTION VIII. Whenever any automotive wrecking company shall have towed in, by order of the Police Department, any disabled, damaged or wrecked motor vehicle, from the scene of a collision or accident, said company shall be permitted to make a towing charge of not more than \$3.00 per vehicle, and may retain such vehicle in its possession until such towing charge is paid. The term "towing" as used herein, is defined to mean any method of transporting, by means of an automotive wrecker truck, a disabled, damaged or wrecked motor vehicle, whereby such wrecked vehicle is pulled or pushed with one or more of its wheels upon the street or ground. The term "hauling", as used herein, means any such method of transportation whereby none of the wheels and no part of the disabled, damaged or wrecked vehicle remain upon the street or ground during such transportation. The towing charge set forth shall not apply to hauling as defined herein or to any charges that may be made in connection with extricating such a wrecked vehicle from debris, ditches and the like, nor does this ordinance attempt to regulate storage charges. No repairs shall be made by such automotive wrecker company on such vehicle without the written authority of the owner thereof, or his duly authorized agent. Further, no estimate charge or dis-assembly charge will be permitted to be made until authority is given by the owner.

SECTION IX. Any permit holder under this ordinance may appeal from any action, ruling or decision of the said License and Dues Collector, or said Chief of Police, to the Commissioners of the City of San Antonio, by filing a complaint in writing, stating the nature of his grievance, and said Commissioners, in council, shall hear and act on said complaint as they may see fit.

SECTION X. Any person, firm or corporation, violating any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not to exceed \$200.00; each day such violation continues shall constitute a separate offense; in addition to this penalty, wrecker permits may be cancelled according to the terms of

and as provided in Section VI hereof.

SECTION XI. All ordinances or parts of ordinances in conflict herewith, are hereby expressly repealed.

SECTION XII. If any part, section or sub-section of this ordinance be held invalid or unconstitutional, it shall in no wise affect the remainder, and the remainder shall be in full force and effect.

SECTION XIII. There exists a grave, imperative urgency which affects and endangers the public safety by reason of wrecker vehicles being operated upon the streets, ways and alleys of the City of San Antonio in a negligent manner, at excessive rates of speed, which requires that this ordinance take immediate effect upon its passage; (and it is so ordered)

PASSED AND APPROVED this 24th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

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AFFIDAVIT OF PUBLISHER

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

Before me, the undersigned authority, on this day personally appeared Thornton Hall, who being by me duly sworn, says on oath that he is Secretary of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit: August 25, 26, 28, 29, 30, 31 and September 1, 2, 4 and 5, 1939.

Thornton Hall

Sworn to and subscribed before me this 11th day of September, 1939.

Walter Kuraner
Notary Public in and for
Bexar County, Texas.

AN ORDINANCE - 499 *OL-324*

AUTHORIZING THE MAYOR TO EXECUTE DEED OF CONVEYANCE TO F. R. ROGERS.

WHEREAS, the City of San Antonio owns that certain tract of land known as the South 24 feet of Lot B, on the west side of the River, 24.2 feet by 100 feet, in City Block 928, bounded on the north by Martinez Street, on the south by Lot A-12, on the east by the San Antonio River, and on the west by Aubrey Street; and,

WHEREAS, Charles R. Tips is the owner of a certain judgment, for the sum of \$1755.17, with accrued interest and court costs, abstracted in the Judgment Records of Bexar County, Texas, in Volume 29, page 64, in cause styled Ingersoll-Rand, Inc. vs James Kapp, et al., in Cause No. 94,746-A, rendered in Dallas County; and,

WHEREAS, F. R. Rogers is the owner of a certain judgment for \$464.92, with accrued interest and court costs, recovered in County Court at Law No. 1 of Bexar County, dated June 3, 1932, against James Kapp, and abstracted in Judgment Records of Bexar County, in Volume 29, page 314, and which said judgment constitute liens against Lot 2 and a part of Lot 3, New City Block 130, in the City of San Antonio, said lot having a frontage on the south side of Hessler Street of 14 varas or more and being the same land conveyed to James Kapp by deed dated November 2, 1920, which said property is to be quit-claimed by the Reconstruction Finance Corporation to the City of San Antonio but subject to said judgment liens now outstanding; and,

WHEREAS, F. R. Rogers has agreed with the City that if the City will convey to him said lot first above described in City Block 928, that he will exchange and transfer to the City his said judgment and judgment lien against said property located in New City Block 130, as well as any other property it is a lien against, and that he will pay \$100.00 in cash to Charles R. Tips, in behalf of the City, for the release of the Tips judgment and judgment lien against said lot located in New City Block 130, all for the purpose of clearing the title to the property in New City Block 130 to be quit-claimed to the City by the Reconstruction Finance Corporation;

THEREFORE:-

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

That the Mayor, on behalf of the City, in consideration of the above, shall execute a deed of conveyance, without warranty, to the said lot above described located in New City Block 928 to F. R. Rogers, conveying title to said property.

PASSED AND APPROVED this 26th day of August, A.D. 1939.

Maury Maverick
M A Y O R

ATTEST: J. J. Patterson
City Clerk

AN ORDINANCE (500) *OI-325*

CREATING AND MANIFESTING A CONTRACT WITH SAN ANTONIO PUBLIC SERVICE COMPANY
TO FURNISH, MAINTAIN AND OPERATE STREET LIGHTS IN THE CITY OF SAN ANTONIO.

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

1. That this ordinance creates and manifests a contract by and between the City of San Antonio, hereinafter referred to as "CITY", and San Antonio Public Service Company, hereinafter referred to as "COMPANY", in words and figures as follows:-

2. The Company will furnish, own, maintain and operate two thousand or more 400 candlepower series street lights on mast arms supplied from overhead circuits in the residence district at \$30.00 per light per year.

3. The Company will furnish, own, maintain, and operate seven hundred or more 250 candlepower series street lights on standards supplied from underground circuits in the principal business district at \$34.00 per light per year.

4. The Company will furnish, own, maintain, and operate 250 candlepower series bracket type street lights supplied from overhead circuits for boulevard lighting on principal thoroughfares at \$28.00 per light per year.

5. All lamps operated under this agreement shall be renewed every six months or oftener if they are burned out or broken or show a serious deficiency in candlepower. The City shall have the right to have tests made by competent agencies and the Company agrees to correct and deficiencies in candlepower within twenty-four hours after the receipt of notice of such deficiency from the City. If any deficiency is not corrected within twenty-four hours after being reported by the City, a proportionate reduction shall be made in the charge until proper adjustment is made.

6. The City will pay the cost of replacing all lamps, glassware, and fixtures that may be broken before being in service for a period of three months.

7. All lights will be turned on not later than thirty minutes after sundown and off not earlier than thirty minutes before sunup every day. If any light is not burning on any night, such outage shall be reported to the Company by the City and if replacement is not made within twenty-four hours after receipt of the notice, the light will be billed on a basis prorated to allow for the period of outage after notice is received.

8. The Company will maintain all standards and fixtures in first class condition and will keep all glassware clean.

9. If the City desires additional lights as described in paragraph 1, the Company will extend its lines without cost to the City if the location of the light to be added is not more than one thousand feet from the Company's series lighting circuit. If the distance is greater than one thousand feet, the City will pay the Company the cost of the extension over and above one thousand feet.

10. The Company will extend its underground lines two hundred fifty feet and install lights as described in paragraph 2, and the City will pay the cost of any extension over and above two hundred fifty feet. The City will pay the cost of replacing any pavement or sidewalk broken in making such extensions.

11. The Company will bill the City monthly and the City will pay monthly for all lights in operation. Billing for lights installed during a monthly billing period will be pro

rated on the basis of actual time in operation.

12. This agreement shall be in force and effect from the date hereof to May 31, 1941, and from year to year thereafter unless written notice of discontinuance is given by one party to the other within thirty days before or within thirty days immediately after the end of a yearly contract period.

13. PASSED AND APPROVED this 29th day of August, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

14. This contract is in all things accepted, this 31st day of August, A.D. 1939.

SAN ANTONIO PUBLIC SERVICE COMPANY,
By Chester N. Chubb
President.

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AN ORDINANCE (539)

OI-326

CREATING AND MANIFESTING CONTRACT WITH WATER WORKS BOARD OF TRUSTEES FOR THE USE OF WATER WORKS PROPERTY.

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

BE IT RESOLVED BY THE WATER WORKS BOARD OF TRUSTEES:-

1. This ordinances and resolution jointly enacted by the governing bodies and principal contractors, creates and manifests a contract between the City of San Antonio, Lessee, and Water Works Board of Trustees, Lessor, in words and figures as follows, WITNESSETH:-

2. That the Water Works Board of Trustees, appointed, as such, by and under the provisions of a deed of trust executed and delivered by the City, the Board and the members thereof and by St. Louis Union Trust Company of St. Louis, Missouri, dated as of the 1st day of May, 1925, and recorded in the office of the County Clerk of said Bexar County in Records of Deeds of Trust of said County in Vol. 826, on pages 594-613, does hereby agree that the City may occupy and use for any purpose consistent with the provisions of said deed of trust, the land and improvements designated in said deed of trust as Tract Fifth and being Lot No. 13, New City Block 142, conveyed to The Water Works Company by Emil Foutrel by deed dated February 2, 1905, and recorded in Vol. 247, page 82, of the Deed Records of Bexar County, Texas.

3. The said privilege of said City to occupy and use said premises as aforesaid, shall be subject at all times to the obligations of the Board to possess, manage, operate and control said premises evidenced by said deed of trust and, accordingly, the Board may at any time, in its reasonable discretion, revoke said privilege, after reasonable notice to the City, and take and resume again the occupancy and use of said premises.

4. The City, during its occupancy of said premises, shall keep the same and, especially, the Cos House, so-called, located thereupon, in good condition and repair and upon the

termination of this agreement, for any cause, the City shall restore the premises to the Board in like condition and repair.

5. The City shall have the right and, whenever requested by the Board, it shall be its duty, at its own expense, to remove from said premises all buildings and additions of any character which it may have placed or permitted to be placed there or thereon during its occupancy of said premises and restore said premises to the condition or, substantially, the condition in which the same was received by it.

6. The City, further, covenants and agrees with the Board that it will indemnify and forever hold harmless the Board and the members thereof:

FIRST: Against each and every claim, demand or cause of action which may be made or come against the Board or the members thereof by said Trust Company or its successors or by any holder or holders of any bond or bonds secured by said deed of trust or by any other person, firm, corporation or association of persons based upon or connected with or caused by the said grant of of said request of the City by the Board or the occupancy and/or use of said premises by the City and/or its successors, assigns, officers, employees, agents or other representatives.

SECOND: Against any, each and every claim, demand or cause of action which may be made or come against the Board of the members thereof by or for any person, firm, corporation or association of persons, in whole or in part, based upon, arising out of, connected with or caused by any act or omission of the City, its successors, assigns, officers, employees, agents or other representatives, in and during its said occupancy and /or use of said premises or in preparing therefor or in yielding and restoring the said premises to the Board.

7. This contract shall be accepted and binding upon the Board by the signature subscribed to this instrument.

8. PASSED AND APPROVED this 1st day of September, A. D. 1939.

Maury Maverick
Mayor.

ATTEST: J. J. Patterson
City Clerk.

9. The foregoing contract is accepted in all things by the undersigned.

WATER WORKS BOARD OF TRUSTEES.

By C. A. Goeth
Chairman.

ATTEST: J. P. Newcomb
Secretary.

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AN ORDINANCE (540)

01-327

AMENDING "AN ORDINANCE PROVIDING FOR STORAGE AND HANDLING OF GASOLINE AND OTHER VOLATILE AND INFLAMMABLE LIQUIDS IN THE CITY OF SAN ANTONIO", AS AMENDED.

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