

AN ORDINANCE. *OF-251*

Designating the STATE NATIONAL BANK of San Antonio, Texas, as a general depository of funds belonging to the City of San Antonio, and approving the bond of such depository.

BE IT ORDAINED by the Commissioners of the City of San Antonio, Texas, that WHEREAS, the STATE NATIONAL BANK of San Antonio, Texas, has been duly selected as a general depository of approximately one-third of all the funds belonging to or controlled by said City, save and except funds amounting to TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS heretofore awarded to and deposited in the TEXAS STATE BANK AND TRUST COMPANY of San Antonio, Texas, as a depository of the City of San Antonio, and said STATE NATIONAL BANK has executed and filed with the City Clerk, a bond conditioned as required by law, which bond has been approved by the Mayor of the City of San Antonio, Texas, subject to the concurrence of the Commissioners.

SECTION ONE:

That the bond of said STATE NATIONAL BANK, the same being in the principal sum of ONE MILLION (\$1,000,000.00) DOLLARS, executed by said STATE NATIONAL BANK as principal, and R. R. Russell, Cyrus B. Lucas, J. M. Dobie, N. H. Browne, W. W. Collier, and Thos. E. Mathis. as sureties be and the same is hereby in all things accepted and approved by the Board of Commissioners, and ordered filed and recorded by the City Clerk and retained in the archives of the City of San Antonio.

SECTION TWO:

That said STATE NATIONAL BANK be and it is hereby designated as a general depository of and for one-third of the funds belonging to said City, whether general funds, special funds, or special trust funds, or from whatever source derived; save and except the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, heretofore awarded to and deposited in the TEXAS STATE BANK AND TRUST COMPANY, as a City depository; all of which have been or will be deposited in said general depository, for the use and benefit of the City of San Antonio, in conformity with the purpose of such funds, all as provided by law and subject to all terms, conditions and provisions imposed by the laws of the State of Texas, and the Charter and Ordinances of the City of San Antonio, for such matters made and provided.

SECTION THREE.

That the Commissioner of Taxation, as ex-officio City Treasurer, be, and is hereby ordered to cause to be transferred to or deposited in said general depository herein designated, city funds and moneys so that the aggregate deposit of the funds or moneys to the City belonging, shall be and remain approximately one-third of the funds belonging to or controlled by the City of San Antonio, save and except the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, heretofore awarded to and deposited in the Texas State Bank and Trust Company, as a depository of the City of San Antonio, that said STATE NATIONAL BANK, as such depository shall pay to the City of San Antonio, interest at the rate of three per cent. per annum upon all daily balances of such deposits to be computed and paid monthly.

SECTION FOUR.

That in accordance with the proposal and bond of said STATE NATIONAL BANK, it has obligated itself to lend to the City of San Antonio, or to purchase anticipation warrants issued by said City, in such amounts as the Board of Commissioners of said City of San Antonio may desire to borrow or to obtain to meet the general expenses of said City for the current fiscal year, in such sums per month as may be desired by said City, the total loss to the City of San Antonio, or the amount of its anticipation warrants to be purchased by the said STATE NATIONAL BANK, however, not to exceed one-third of eighty per cent. of the total general fund revenue of the City, for the current fiscal year, ending May 31st, 1922. The City is to pay interest on all such loans, or to allow and pay interest or discount upon all anticipation warrants issued by the City, provided, anticipation warrants are issued instead of notes, from the date thereof, until paid, at the rate of five per cent, per annum; a lien is hereby created in favor of said STATE NATIONAL BANK upon the current revenues of said City for said fiscal year, to secure the payment of all principal sums that may be loaned to said City, or that may be advanced by said STATE NATIONAL BANK, upon the purchase of anticipation warrants that may be issued by said City, together with interest thereon at the rate of five per cent. per annum from the date such loan is made, or such warrant or warrants are issued, until the same are paid.

SECTION FIVE.

All matters and things concerning such depository, and all things in connection with the City funds or moneys, to be deposited therein and all business with said depository shall be subject to and governed by the laws of the State of Texas, and by the Charter of the City of San Antonio, and by the provisions of a certain ordinance of the City of San Antonio, passed and approved on December third, 1915, and entitled "An Ordinance providing a re-organization of the general finance system of the City, including the collection, keeping, auditing, management and disbursement of the funds, revenues and moneys of the city, and also containing other provisions in connection with said matters," together with amendments of said Ordinance, which together are known as the "Finance Ordinances" of the City of San Antonio, Texas.

SECTION SIX

This Ordinance is hereby declared to be of urgent importance, for reasons of public welfare apparent herefrom, and the same shall take effect at once.

PASSED AND APPROVED, this, the 8th. day of Sept., A. D., 1921.

O. B. Black.

Mayor, City of San Antonio.

ATTEST.

Ben A. Cordell,
City Clerk.

BOND OF CITY DEPOSITORY

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS that we,

COUNTY OF BEXAR.

THE COMMONWEALTH BANK AND TRUST COMPANY, a banking institution, duly organized and conducted under the laws of the State of Texas, as principal, and W. R. Wisiman, T. N. Smith, Thomas H. Jarrell, Harry Landa, Leo M. J. Dielmann, and Hugo Kott, as sureties, are held and firmly bound and obligated unto the City of San Antonio, a municipal corporation, in the State of Texas and County of Bexar, in the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, for the payment of which in and unto the said City of San Antonio, at San Antonio, Texas, well and truly to be made, we and each of us do hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally by these presents.

The conditions of this obligation, however, are such that whereas, the above bounden principal has been duly selected by the Commissioners of the City of San Antonio, as a special depository of funds belonging to, or controlled by the City, not to exceed TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS as specified in the ordinance prepared for the designation of such depository, which ordinance is hereby referred to and made a part hereof, and said depository has obligated itself to pay to the City of San Antonio, interest on the average daily balances of all such funds deposited with it by said City, at the rate of three and one-half per cent. per annum, to be computed and paid monthly, and further obligated itself to lend to the City of San Antonio, or to purchase warrants issued by said City, in such amounts as the Board of Commissioners of said City of San Antonio may desire to borrow or to obtain to meet the general expenses of said City for the current fiscal year, in such sums per month as may be desired by said City, the total loan to the City of San Antonio, or the amount of its warrants to be purchased by the principal herein, however, not to exceed ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS; the City is to pay interest on all loans or to allow and pay interest or discount upon warrants, issued by said City, provided warrants are issued instead of notes from date thereof until paid, at the rate of five per cent, per annum; a lien is created in favor of said banking institution, the principal herein, upon the current revenues of said City for said fiscal year, to secure the payment of all principal sums that may be loaned to said City, or that may be advanced by the principal herein upon the purchase of warrants that may be issued by said City, together with interest thereon at the rate of five per cent., per annum, from the date such loan is made, or such warrant or warrants are issued, until the same are paid.

Whereas, the further conditions of this obligation are such that the said Banking Institution shall well and faithfully perform the duties and obligations devolving upon it as such depository by the law, or by the Finance Ordinances of said City, and shall well and truly pay upon presentation all warrants and checks properly drawn upon it by the City, against any and all funds so deposited or created, and applicable to the payment of any such warrant or check, and that all funds and moneys of the City of San Antonio so deposited, together with all special trust funds so deposited by said City, shall and will be faithfully kept, and with the interest thereon properly and correctly disbursed, paid over and accounted for according to law and the charter of said City, and the City shall be kept free from all loss thereon.

And it is further agreed by all parties hereto, including each of the sureties, that this bond shall be held to be an independent common law obligation in accordance with its face and tenor, as well as a bond required by statute, charter and ordinances, for the purpose of protecting the City from all loss by reason of any funds belonging to or controlled by the City being deposited in said Commonwealth Bank and Trust Company, as such depository, that all proceedings and pre-requisites herein stated, or required by law, as preliminaries to the selection of such depository shall be conclusively presumed to have been duly and regularly had and performed before the execution of this bond, wholly and regardless of defects or omissions, if any, in such preliminaries, and that at the time when this bond is presented to the City for approval, the names of all sureties expected to join in this bond, appear as signatories hereto.

It is further provided that if the Commissioners of the City of San Antonio shall at any time deem it necessary for the protection of the City, it may by resolution require the Commonwealth Bank and Trust Company, as such depository, to execute a new bond or give additional surety, and upon failure of said Commonwealth Bank and Trust Company, as such depository to do so, within five days after the service of a copy of a resolution on said depository, the Commissioners of the City of San Antonio may proceed to select another depository, in the manner provided by law.

Now therefore, if said depository, or principal hereinbefore named shall well and truly comply with each and all of the terms and conditions of this obligation, and protect the City against all loss by reason of any funds now deposited in or that may hereafter be deposited in said Commonwealth Bank and Trust Company, belonging to or controlled by the City, then in such a case, this obligation shall be and become null and void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said Bank, this, the 8th, day of Sept., A. D., 1921.

COMMONWEALTH BANK & TRUST COMPANY
Principal

By W. R. Wiseman,
Vice-President.

ATTEST:

T. N. Smith.
Cashier.

W. R. Wiseman,
T. N. Smith,
Thomas H. Jarrell,
Harry Landa
Leo. M. J. Dielmann,
Hugo Kott.

Approved by the Mayor and
Commissioners, by ordinance
passed and approved, the
day of August, 1921, and
this bond is now filed.

Ben A. Cordell,
City Clerk.

AN ORDINANCE. *OF-252*

Designating the COMMONWEALTH BANK AND TRUST COMPANY of San Antonio, Texas, as a special depository of funds belonging to the City of San Antonio, and approving the bond of such depository.

BE IT ORDAINED by the Commissioners of the City of San Antonio, Texas, that WHEREAS, the COMMONWEALTH BANK AND TRUST COMPANY of San Antonio, Texas, has been duly selected as a special depository for the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS of the funds belonging to or controlled by said City; and said COMMONWEALTH BANK AND TRUST COMPANY has executed and filed with the City Clerk, a bond conditioned as required by law, which bond has been approved by the Mayor of the City of San Antonio, Texas, subject to the concurrence of the Commissioners.

SECTION ONE.

That the bond of said COMMONWEALTH BANK AND TRUST COMPANY, the same being in the principal sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, executed by said COMMONWEALTH BANK AND TRUST COMPANY, as principal, and W.R. WISEMAN, T.N. SMITH, THOS. H. JARRELL, HARRY LANDA, LEO. M. J. DIELMANN, and HUGO KOTT. as sureties, be and the same is hereby in all things accepted and approved by the Board of Commissioners, and ordered filed and recorded by the City Clerk and retained in the archives of the City of San Antonio.

SECTION TWO.

That the said COMMONWEALTH BANK AND TRUST COMPANY, be and it is hereby designated as a special depository of and for funds belonging to said City, whether general funds, special funds, or special trust funds, or from whatever source derived, not to exceed the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS, all of which have been or will be deposited in said special depository for the use and benefit of the City of San Antonio, in conformity with the purpose of such funds, all as provided by law, and subject to all terms, conditions and provisions imposed by the laws of the State of Texas, and the Charter and Ordinances of the City of San Antonio, for such matters made and provided.

SECTION THREE.

That the Commissioner of Taxation, as ex-officio City Treasurer, be, and is hereby ordered to cause to be transferred to or deposited in said special depository herein designated, city funds and moneys so that the aggregate deposit of the funds or moneys to the City belonging, shall not exceed TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS. That said COMMONWEALTH BANK AND TRUST COMPANY, as such depository, shall pay to the City of San Antonio, interest at the rate of three per cent. per annum, upon all daily balances of such deposits to be computed and paid monthly.

SECTION FOUR

That in accordance with the proposal and bond of said COMMONWEALTH BANK AND TRUST COMPANY, it has obligated itself to lend to the City of San Antonio, or to purchase anticipation warrants issued by said City, in such amounts as the Board of Commissioners of said City of San Antonio may desire to borrow or to obtain to meet the general expenses of said City for the current fiscal year, in such sums per month as may be desired by said City, the total loan to the City of San Antonio, or the amount of its anticipation warrants to be purchased by the said depository, however, not to exceed ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, for the current fiscal year, ending May 31st. 1922. The City is to pay interest on all such loans, or to allow and pay interest or discount upon all anticipation warrants issued by the City, provided anticipation warrants are issued instead of notes, from the date thereof until paid, at the rate of five per cent, per annum; a lien is hereby created in favor of said COMMONWEALTH BANK AND TRUST COMPANY, upon the current revenues of said City for said fiscal year, to secure the payment of all principal sums that may be loaned to said City, or that may be advanced by the said COMMONWEALTH BANK AND TRUST COMPANY, upon the purchase of anticipation warrants that may be issued by said City, together with interest thereon at the rate of five per cent. per annum from the date such loan is made, or such warrant or warrants are issued, until the same are paid.

SECTION FIVE.

All matters and things concerning such depository, and all things in connection with the City funds or moneys, to be deposited therein, and all business with said depository shall be subject to and governed by the laws of the State of Texas, and by the Charter and provisions of a certain ordinance of the City of San Antonio, passed and approved on December third, 1915, and entitled "An Ordinance providing a re-organization of the general finance system of the City, including the collection, keeping, auditing, management and disbursement of the funds, revenues, and moneys of the City, and also containing other provisions in connection with said matters, together with amendments of said Ordinance, which together are known as the "Finance Ordinance of the City of San Antonio, Texas."

SECTION SIX.

This Ordinance is hereby declared to be of urgent importance, for reasons of public welfare apparent herefrom, and the same shall take effect at once.

PASSED AND APPROVED, this, the 8th, day of Sept., A. D., 1921.

O. B. Black.

Mayor, City of San Antonio, Texas.

Attest:

Ben A. Cordell

City Clerk.

AN ORDINANCE. *OF-253*

CREATING the office of Assistant Clerk of the Corporation Court, fixing his salary and defining his duties, and authorizing the Clerk of the Corporation Court and the Assistant Clerk of said Court to collect all moneys paid, as fines imposed by said Court, and requiring said Clerk and said Assistant Clerk to enter into a bond, for the faithful performance of their duties; and repealing the Ordinance passed and approved on the 27 day of June, 1921, creating the office of Night Clerk of the Corporation Court.

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

^{ONE}
SECTION ONE:

That the office of Assistant Clerk of the Corporation Court be, and the same is hereby created and his salary is hereby fixed at the sum of Ninety Dollars per month.

SECTION TWO:

The Assistant Clerk of the Corporation Court shall be appointed by the Mayor, and confirmed by a majority of the Commissioners. He shall have power and authority to administer oaths, and to take and file complaints in the Corporation Court, and shall be on duty at such hours as may be designated by the Judge of the Corporation Court, and shall perform such duties during the time he is on duty as may be performed by the regular clerk of said court.

SECTION THREE:

The Clerk of the Corporation Court and the Assistant Clerk of said Court are hereby authorized and empowered to collect all sums of money that may be imposed as fines by the Judge of the Corporation Court, and shall keep a correct account of all such moneys collected by him. The Assistant Clerk of said Court shall turn over to the regular or principal Clerk of said Court daily, all sums of money so collected by him, and shall take his receipt therefor. The regular or principal Clerk of said Court shall remit or turn over daily to the Commissioner of Taxation and Finance, all sums of money that may be collected by him, as fines imposed by said Court, as well as all sums of money that may be turned over to him by the Assistant Clerk, and shall take his receipt therefor.

SECTION FOUR:

The Clerk of the Corporation Court and the Assistant Clerk of the Corporation Court shall each enter into and file with the City Clerk, a bond in the sum of \$2500.00, with two or more good and sufficient sureties, or with some solvent surety company doing business in the State of Texas, as surety, to be approved by the Mayor, payable to the Mayor or the City of San Antonio, and his successors in office, for the use and benefit of the City of San Antonio, conditioned that such Clerk or Assistant Clerk of said court shall well and truly perform all of the duties imposed upon him by the charter and ordinances of the City of San Antonio, and shall faithfully and correctly keep an account of all money that may be collected by him upon fines paid to, or collected by him, and to correctly and promptly remit and pay over same as provided for in this Ordinance.

SECTION FIVE:

The Ordinance creating the office of Night Clerk of the Corporation Court, and defining his duties and fixing his salary, which was passed and approved on the 27 day of June A. D. 1921, and also all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION SIX:

This Ordinance is hereby declared to be of urgent importance, for reasons of public welfare apparent herefrom, and shall take effect at once.

PASSED AND APPROVED, on this the 15 day of SEPTEMBER, A. D. 1921.

O. B. Black
Mayor, City of San Antonio.

Attest:

Ben A. Cordell
City Clerk.

AN ORDINANCE: *DF-254*

An ordinance granting the Texas Transportation Company the right to lay construct and maintain a spur track from its main line on Grand Avenue, across Grand Avenue and across Avenue B and an alley between Lots 1, 2, 8, 9 and 19, City Block 464, be it ordained by the City Commissioners of the City of San Antonio, upon the payment of an annual fee.

SECTION 1:

The Texas Transportation is hereby granted the right to construct and maintain a spur track from its main line on Grand Avenue across Grand Avenue and across an alley lying between Lots 1 and 2, 8, 9 and 10, City Block 464 and across Avenue B, as marked on the Blue Print hereto attached, "Proposed spur", upon the payment of an annual fee to the City of San Antonio of \$200.00, and failure to pay said fee shall forfeit the rights herein granted.

SECTION 2:

The right is also granted to said Texas Transportation Company, when said track is so laid and constructed to operate cars thereon.

SECTION 3:

The right hereby granted shall be until the termination of the present franchise of the Texas Transportation Company and any extensions thereof to maintain its track on Grand Avenue and operate cars over the same, and conditioned upon the payment of the annual fee above provided for in advance for each year until the termination of said privilege of said Texas Transportation Company. Said fee above provided for shall be in addition to the easement tax, and in addition to all other taxes assessed against said Texas Transportation Company.

PASSED AND APPROVED, This the 15 day of September, A. D. 1921.

O. B. Black
Mayor, City of San Antonio.

Attest:

Ben A. Cordell
City Clerk.

07-25

AN ORDINANCE **OF-255**

Prohibiting any one from having in his possession, Marihuana, and providing a penalty.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:
SECTION ONE: That it shall hereafter be unlawful for any person, firm or corporation, excepting regularly licensed druggists and licensed, practicing physicians, to have in his or their possession, or to smoke, or in any manner use Marihuana, Indian Hemp, Loco Weed, or Cannabis Indica.

SECTION TWO: Any one found with any of the above named substances, in any form, in his possession, excepting those hereinabove excepted, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in any sum of not less than Ten (\$10.00) Dollars, nor more than Two Hundred (\$200.00) Dollars.

SECTION THREE: This ordinance is hereby declared to be of urgent importance, for reasons of public welfare apparent herefrom, and shall take effect at once.

PASSED AND APPROVED, on this 22 day of September, A.D.1921.

O. B. Black,
Mayor

Attest:
Ben A. Cordell,
City Clerk.

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

W. A. Druce Before me, the undersigned authority, on this day personally appeared W. A. Druce, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio Evening News, a newspaper of general circulation in the City of San Antonio, in the State and County aforesaid, and that the ordinance hereto attached has been published in every issue of said newspaper on the following days, to-wit:

Sept 24, 26, 27, 28, 29, 30 Oct 1, 3, 4, 5 1921.

Sworn to and subscribed to before me this 6th day of November 1921.

W. A. Druce
Jas. Druce
City Clerk.

OF-256

AN ORDINANCE

WHEREAS, the flood waters caused by the unprecedented rains that fell on September 9th, 1921, caused great damage to the pavements upon the following streets, or portions of streets of the City of San Antonio, Texas, to-wit:
West side of Alamo Plaza from Houston Street to Blum Street, South Alamo Street from Market Street to Lavaca Street,
Avenue "C" from Houston Street to Grand Street,
Commerce Street, from Alamo Street to Soedad Street,
Commerce Street from Main Plaza to North Flores Street,
Commerce Street from Cameron Street to Santa Rosa Avenue,
Avenue D, from Houston Street to Travis Street,
Dolorosa Street from Military Plaza to Santa Rosa Avenue,
North Flores Street from Commerce Street to Houston Street,
North Flores Street from Houston Street to Romana,
Houston Street, from Chestnut Street to Alamo Plaza,
Houston Street from Alamo Plaza to North Flores Street,
Houston Street, from North Flores Street to Medina Street,
Main Plaza, North side.
Main Avenue, from Commerce Street to San Pedro Avenue,
Market Street, from Alamo Plaza to Main Plaza,
Military Plaza, North side and West side.
Military Plaza, from East side West Commerce to Dolgorosa Street,
Navarro Streetm from Houston to Travis Street,
Navarro Street, from Mill Bridge to Houston Street,
Nueva Street, from Flores Street to Garden Street,
North Presa Street, from Commerce Street to San Antonio River,
Santa Rosa Avenue, from Commerce Street to Milam Square,
St. Marys Street, from N.S.A. River to Travis Street,
St. Marys Streetm from Travis Street to Market Street,
Soledad Street, from West Houston Street to West Commerce Street,
Travis Street, from Avenue C to Navarro Street,
Travis Street, from Navarro Street to Main Avenue,
Travis Street, from Main Avenue to North Flores Street,

WHEREAS, said streets or portions of said streets are in an almost impassable condition, thereby causing great inconvenience and hardship upon the residents of this City, and causing great loss to the business interests of this City, and the concrete base and foundations of said pavements upon said streets are deteriorating rapidly, and the use of said streets in their present condition is causing great damage to the connecting undamaged portions of such pavements, and such streets cannot be swept or properly cleaned on account of their condition thereby causing dust to accumulate, and arise therefrom, which is a great menace to the public health, and

WHEREAS, a public necessity exists for the improvement of each street and public place in said City named above, said improvement to consist of the repair and construction of the pavements on all of said streets and public places above named, the cost of such improvement to be paid one-third by the City of San Antonio and two-thirds by the abutting property owners.

amended A-1

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

1. That all of the above streets and public places be improved in the manner herein-after stated, and that special assessments and special taxes shall be made and levied as provided by law and ordinance on account of the cost of such improvements on each of such streets and public places.
2. Each Street or public place or part thereof above mentioned shall be brought to such a grade as may be required; and, where satisfactory stone or concrete curbing true to line is not found, concrete curbing shall be constructed, or stone curbing if any reset, all as may be determined and directed by the Engineer of the City; and except as may be otherwise specified, such street or public place shall be paved upon the present foundations thereof, upon which shall be laid "BITULITHIC" or "ROCK ASPHALT."
3. Be it further resolved that the cost of said improvement shall be discharged as follows:
 - A. The owners of any street railway or steam railway occupying the area to be improved shall pay the cost of said improvements between and under the tracks and two feet on the outside of the rails thereof, and the same shall be assessed against them and their property in accordance with law and a "Special Improvement Ordinance" covering the above named streets and public places.
 - B. The whole cost of constructing curb, and an amount not exceeding two-thirds of the whole cost of said remaining improvements shall be paid by the owners of property abutting thereon and assessed against them and their property as provided for in said Special Improvement Ordinance, provided no such assessment be made against any owner or his property in excess of the benefits thereto in enhanced value thereof from said improvements, nor until after legal notice and hearing to such property owner, but such assessments may be made either before or after said Improvements have been constructed.
4. The remainder of the cost of said improvements shall be paid by the City as provided in the specifications.
5. The City Engineer is directed to prepare and file with the Commission specifications for the said work together with plans and profiles necessary to fully explain the same. Said specifications shall include all the different materials and methods prescribed for said improvements herein.
6. That for the proportion of the cost which is to be paid by the owners of railways and street railways and of abutting property, the contractor to whom the work may be let shall look only to the said owners and their property and to the assessments which shall be made against them by the city; and the City shall not be liable in any manner for such portion of the cost.
7. That said improvements may be made without advertising for bids, and the procedure contracts and bonds in connection therewith and payment for said work shall be made under and governed by the provisions of an ordinance of the City Commission of the City of San Antonio known as "Special Improvement Ordinance" covering said streets and public places.
8. The foregoing Ordinance being necessary for the immediate preservation of public peace, health and safety of the City by reason of the great emergency which has arisen on account of the serious and destructive flood, it is ordered that said Ordinance take effect from and after its final passage and without waiting the ten days ordinarily provided for.

PASSED AND APPROVED this 22nd day of September A. D. 1921.

O. B. Black,
Mayor, City of San Antonio, Texas.

Attest:

Ben A. Cordell,
City Clerk.

AN ORDINANCE.

Entitled *OF-257*

An ordinance providing for the procedure for the improvement of those certain streets and public places in the City of San Antonio, under the Provisions of Chapter 11, Title 22, Revised Civil Statutes of Texas, adopted by the City of San Antonio, Texas, at an election held on June 30th, 1913, as follows, to-wit:

West side of Alamo Plaza from Houston Street to Blum Street,
 South Alamo Street from Market Street to Lavaca Street,
 Avenue "C" from Houston Street to Grand Street,
 Commerce Street from Alamo Street to Soledad Street,
 Commerce Street from Main Plaza to North Flores Street,
 Commerce Street from Cameron Street to Santa Rosa Avenue,
 Avenue "D" from Houston Street to Travis Street,
 Doloresa Street from Military Plaza to Santa Rosa Avenue,
 North Flores Street from Commerce Street to Houston Street,
 North Flores Street from Houston Street to Romana,
 Houston Street, from Chestnut Street to Alamo Plaza,
 Houston Street from Alamo Plaza to North Flores Street,
 Houston Street, from North Flores to Medina Street,
 Main Plaza --- North side,
 Main Avenue, from Commerce Street to San Pedro Avenue,
 Market Street from Alamo Plaza to Main Plaza,
 Military Plaza---- north side and west side,
 Military Plaza, from East side West Commerce Street to Doloresa St.

Navarro Street, from Houston Street to Travis Street,
 Navarro Street, from Mill Bridge to Houston Street,
 Nueva Street, from North Flores to Garden Street,
 North Presa Street from Commerce Street to San Antonio River,
 Santa Rosa Avenue, from Commerce Street to Milam Square,
 St Mary's Street, from N. S. A. River to Travis Street,
 St Mary's Street, from Travis Street to Market Street,
 Soledad Street from West Houston to West Commerce Street,
 Travis Street, from Avenue "C" to Navarro Street,
 Travis Street, from Navarro Street to Main Avenue,
 Travis Street, from Main Avenue to North Flores Street,

and to provide for notice and hearing to property owners before the assessment of such improvements.

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

That upon the following named streets and public places in the City of San Antonio, to-wit:

West side of Alamo Plaza from Houston Street to Blum Street,
 South Alamo Street from Market Street to Lavaca Street,
 Avenue "C" from Houston Street to Grand Street,
 Commerce Street from Alamo Street to Soledad Street,
 Commerce Street from Main Plaza to North Flores Street,
 Commerce Street from Cameron Street to Santa Rosa Avenue,
 Avenue "D" from Houston Street to Travis Street,
 Dolorosa Street from Military Plaza to Santa Rosa Avenue,
 North Flores Street from Commerce Street to Houston Street,
 North Flores Street from Houston Street to Romana Street,
 Houston Street, from Chestnut Street to Alamo Plaza,
 Houston Street from Alamo Plaza to North Flores Street,
 Houston Street, from North Flores to Medina Street,
 Main Plaza ---- North side,
 Main Avenue, from Commerce Street to San Pedro Avenue,
 Market Street, from Alamo Plaza to Main Plaza,
 Military Plaza, --- North side and West side,
 Military Plaza, from east side West Commerce to Dolorosa Street,
 Navarro Street, from Houston to Travis Street,
 Navarro Street, from Mill Bridge to Houston Street,
 Nueva Street, from Flores Street to Garden Street,
 North Presa Street, from Commerce Street to San Antonio River,
 Santa Rosa Avenue, from Commerce Street to Milam Square,
 St Mary's Street, from N.S.A. River to Travis Street,
 St Mary's Street, from Travis Street to Market Street,
 Soledad Street from West Houston to West Commerce Street,
 Travis Street, from Avenue "C" to Navarro Street,
 Travis Street, from Navarro Street to Main Avenue,
 Travis Street, from Main Avenue to North Flores Street,

the following procedure from the improvement thereof shall be enforced;

Section 1. Proposals may be made by any person, firm or corporation desiring to undertake the improvement of said streets and public places without the necessity of any advertisement for bids therefor, and when so received said proposals shall be referred to the City Engineer for tabulation.

Section 2. On the acceptance of any such proposals by the Commission of the City of San Antonio, the Mayor is authorized to require and approve on behalf of the City proper bond or bonds for the performance and completion of the work proposed to be done.

Section 3. (Contract, etc.) That the Mayor is hereby authorized and directed to cause and require the execution and delivery of a written contract in duplicate, which is to be drawn in accordance with said proposal, and the terms and conditions understood and required as applicable to said matter. Said contract shall be executed by the Mayor in behalf of the City and attested by the City Clerk, and approved by the City Attorney, and one copy retained by the City and the other by the contractor.

Section 4. Said contract and bonds shall contain such provisions not inconsistent with law as shall be deemed proper by the City Attorney and approved by the Mayor, and shall be executed within _____ days after the forms therefor have been tendered it by the City. Provided, that the contract and bonds may cover and provide for all of the improvements herein provided for or separated contracts and bonds for the improvement of each street as herein provided for may be made at the election of the Contractor, but it is further provided that the improvement of each particular street as called for by the plans, specifications and profiles shall constitute a separate improvement whether contracted for alone or in connection with the other improvements, and that the completion and acceptance thereof shall entitle the contractor to all rights with references thereto as if such improvement had been contracted for by itself, including the right to have assessments made against owners of railways or street railways, and owners of abutting property, and to collect from the city the portion of the cost of improving said street due by it. It is further provided that the failure to complete work upon other street or streets or any part thereof shall not invalidate or affect the lien or personal liability assessed or declared against owners of property or property abutting a street on which such work or any part thereof has been completed in accordance with specifications and plans.

Section 5. The City Engineer or such Engineer as may be designated by the Commission, shall promptly submit to the Commission a roll, to which there may be added a map or plat on a convenient scale of the street lines, property, railway and curb lines, or any of the same, or other liens necessary to show existing conditions of the proposed improvement. Such roll shall contain the name of each owner of property abutting upon the highway to be improved, with a brief description of the lot, lots or parcels of land owned by such owner with the frontage thereof, and said lots or parcels shall be described by the lot or block number and by the name of the owner thereof, or in such other manner as shall sufficiently

identify the same; and such roll shall also include the statement of the total estimated cost of the said improvement, and the total estimated cost of the improvement between the rails and tracks and two feet on the outside thereof, of any railroad or street railroad occupying the said highway or part thereof, and a statement of the total amount of the said cost which it is proposed to assess against the said property owners as a class, and the total estimated amount to be paid by the city, and the amount to be assessed against each property owner, and the estimated cost per front foot to such owners and their property, and stating separately the total estimated cost of curb, if any, to be assessed against each of said owners and his property.

If the name of any owner of said property is unknown to said engineer, he shall designate such owner, or owners, by the name shown by the last completed tax assessment rolls of the City Assessor, and if property be owned by an estate it shall be so designated.

The City Commission shall examine said roll and accompanying plats and statements when filed, and correct errors or omissions, or any fault therein, and shall approve the same, if correct, but no error, omission or informality therein whatsoever shall invalidate the same or affect any assessment made for any part of the cost of such improvements and it shall be sufficient to designate the owner or owners of any property as "Unknown" when the said Engineer may be unable to ascertain their name.

Section 6. That the entire cost of making such improvement between or under the rails and tracks of any railroad or street railroad and two feet on the outside thereof shall be assessed against the owners of such railroads or street railroads, and the entire cost of constructing curbs, if any, shall be assessed against the owners of abutting property; and not exceeding -----two-thirds (2/3)----- of the total cost of paving said street shall be assessed against the owners of the abutting property; provided, that the City shall in any event pay at least five per cent (5%) of the total cost of such paving, and shall pay all thereof not assessed against abutting owners and owners of railroads or street railroads having tracks on the street improved hereunder.

Section 7. The roll provided for in Section 5 and the assessment of benefits herein provided for may be made before or after the completion of the improvement.

Section 8. Upon approving said roll and attached documents and City Commission shall be, resolution, order that a hearing shall be given before it to the owners of property abutting on said proposed improvement as well as to all persons having any interest therein, or any lien or claim upon the same, and to the owners of railroads or street railroads, if any, occupying said highway, and all persons interested therein or having any lien or claim thereon, and shall direct that said owners or other interested parties, their agents and attorneys, shall be notified to appear at said hearing, and shall fix the date, hour and place thereof, and shall set forth in general terms the natural and general extent of the proposed improvements, and shall state the amount proposed to be assessed against the owners of said railroads or street railroads, if any, and the amount per front foot for said improvements, including curb and sidewalk, if any, proposed to be assessed against the owners of property abutting upon the said improvements, and shall refer said owners, and all interested parties, for full information to the said roll and attached documents filed by the said Engineer.

It shall not be necessary to include in said resolution or in the notice of the said hearing, the names of owners of property abutting on said improvements, or a specific description of particular lots, but a notice to all owners of property within the area specified to be improved, and all other persons interested therein, shall be sufficient. No error or omission in said resolution or notice shall invalidate same.

Section 9. Notice of said hearing shall be given to said owners, their agents or attorneys, and other interested parties, as provided by law, by advertisement, which shall consist of a copy of the resolution described in the preceding paragraph, attested by the City Clerk by his signature, to which may be added such further information as may be necessary or proper to advise the said owners or interested parties of said hearing and direct them to appear and be heard at the same; and which notice shall be signed by the City Clerk, and the said resolution and notice published at least three times before said hearing in some newspaper of general circulation published in the City of San Antonio, the first of which publications shall be at least ten days before the date fixed for the hearing.

Section 10. Additional notice of said hearing may be given in the discretion of the City Commission by the City Clerk forwarding a copy of the said notice by registered mail or messenger to each of said owners, if known, to the legal representatives of any estate, if known, which notice shall be transmitted to the address of such person, if known, or if unknown, to their representatives, agents or attorneys, if known. Delivery at the residence or place of business of any person shall be deemed sufficient service, but such personal service shall be only cumulative to said published notice, which shall, in all cases, be deemed valid, sufficient and binding.

Section 11. The hearing before the City Commission shall be held on the date and at the place designated in the published notice, and all owners of or persons interested in any property liable to or proposed to be assessed for any part of the cost of improvement shall be entitled thereat to a full and fair hearing at which they shall have the right to contest said assessment and personal liability and the regularity of all proceedings with reference to the improvements, and the said assessment and the benefits of such improvement to their property, and any other matter with reference to same. Any property owner or interested person may appear at said hearing in person or by attorney or agent, and shall have the right to testify and produce evidence and have the benefit of such powers as the City Commission may possess to require the attendance of witnesses. Any objection to the said assessment or contest thereof shall be in writing, and shall be presented and heard in order as filed. The said hearing shall be kept open and continued from time to time and from day to day by the Commission until all persons wishing to do so have received a full and fair hearing.

Section 12. The City Clerk shall keep in a well bound book, a record of each such hearing, the date of publication of the notice and a copy thereof and the name of the paper in which published, and the manner of service of each personal notices and the

return made thereof, and the date, when and by whom, each objection or contest was filed, and a brief statement of the conclusion reached by the City Commission on each contest and the date of the final closing of the hearing.

Upon the closing of the hearing, the City Commission shall, from the evidence adduced thereat and other facts in its possession, determine the amounts, if any, which shall be assessed against each parcel of property and the owner thereof, and the property of said street railroads or railroads and their owners by ordinance. The whole cost of constructing sidewalk and curb in front of or along abutting property, if any, and such proportion of the balance of the cost as may be ascertained to be lawfully chargeable, shall be assessed against the owners of such abutting property, and their property shall be assessed against the owners of railroads or street railroads, if any, occupying the streets if included in said contract for improvements not exceeding the whole cost of such improvements between their rails and tracks and under the same and two feet on the outside of rails. The cost of the said improvements to be assessed against owners of abutting property shall be apportioned amongst them in accordance with what is known as the front foot plan, or rule, in proportion as the frontage of each owner is to the improvement to be made, provided that if in the opinion of the City Commission, from the evidence before them, in particular cases, such plan of apportionment shall be unjust or unequal, having in view the benefits conferred and burdens imposed upon owners of such property, it shall be at liberty to adopt such rules of apportionment and to apportion the said cost in such manner as shall effect substantial equality and justice.

The said ordinance of assessment shall contain all such provisions as shall be deemed necessary by the Commission, and shall provide for personal liability of said owners and the imposition of a lien upon their property as provided by law, and shall provide that sums payable by said owners of abutting property shall be paid in installments, as follows:

- one-sixth thereof within thirty days after the completion of the said improvements and their acceptance by the City;
- One-sixth on or before one year from said date;
- One-sixth on or before two years from said date;
- One-sixth on or before three years from said date;
- One-sixth on or before four years from said date;
- One-sixth on or before five years from said date;

and said ordinance shall provide for the issuance of assignable certificates, evidencing the said assessments upon such terms and conditions as may be fixed in the ordinance. Said installments shall bear interest from the said date of acceptance at the rate of seven (7) per cent per annum, payable in annual installments, and said ordinance shall provide for the enforcement thereof and for the maturity, at the option of the holder thereof, of the whole of said assessments in the event of default in the payment of any installment of interest or principal when due. Said assessment shall be payable at the office of and collectible by the collector of taxes of the city under such regulations as shall be prescribed hereafter, provided, however, that in case any such improvement shall not be completed by the contractor or contractors first undertaking same, and the city shall subsequently contract for the completion of same; or in case the city shall complete such work without contract; or in case the city shall effect all or any part of any improvement without contract; or in case several contractors shall severally undertake different parts of the work; or in case the city shall purchase materials for such improvement from any person or persons contracting to furnish same; or in any other similar case the city Commission shall by ordinance passed after the completion and acceptance of such work direct the issuance of the assessment certificates on account of the cost of such improvement, to the City or its assigns, or to the contractor or material men, or to the several contractors in proportion to the amount of such work effected, or materials furnished and used for such improvement, and the several amounts, if any, payable therefor to each such party at interest, to each of whom, respectively, such improvement certificate shall be by said ordinance made payable.

Section 13. In event that it should be found necessary to commence or complete such work prior to calling a property owner's hearing and making such assessment, the right to do so shall not be affected, but such hearing may be had and assessment made thereafter and the first installment in such event shall be payable 30 days after date of the issuance of the certificate of assessment.

Section 14. In the event of any mistake, irregularity or omission in any proceedings with reference to any improvement, or the assessment of the cost thereof against any abutting property or its owner, or against the property of any railroad or street railroad and its owners, the City Commission shall, by ordinance, reassess against said property and its owner or owners, the cost or part of the cost of such improvements as herein provided and such reassessment shall be made as near as possible under the same rules and regulations, and as hereinbefore provided and after hearing preceded by a like notice as herein provided for the original assessment. Said proceedings to re-assess may be taken by the Commission either upon its own motion or at the request of any contractor or other persons claiming under any invalid assessment or holding a certificate issued therefor. Said re-assessment shall be made after a hearing to the person or persons to be re-assessed and other interested parties as hereinbefore provided, and in the case of owners of abutting property shall not be in excess of the benefits to said property by means of said improvements.

After said hearing an ordinance as herein provided shall be passed by the Commission making such re-assessments, and upon the surrender of any certificate issued for the original assessment ascertained to be invalid, a new certificate shall be issued therefor to the holder thereof as provided in the said ordinance of reassessment.

Section 15. The ordinance making such assessments shall also provide that all installments of principal or interest thereof shall be payable at the office of the Collector of this City; and said Collector is hereby authorized and directed to receive such payments when so tendered to him in the full amount due and payable to the date of such payment, and shall upon any such payment being made issue to the person paying same his official written receipt for the amount received, which shall be evidence of such payment on any demand for the same. The Collector shall prepare each such receipt in duplicate, preserving the stub, such receipts and stub to show among other things, the date of the payment, the name of the person making such payment, the description of the property against which the assessment was made, the nature of the improvement for which it was made, the name of the original payee or contractor, the date of the assessment certificate and its number, if any, and the collector shall preserve as a permanent record of his office the

stub of such receipt issued by him or under his authority. The collector shall immediately or at regular intervals as prescribed for other collections, deposit with the treasurer of the City, all sums paid in on such assessments since the last previous deposit, accompanied by one copy of said duplicate receipt as issued for each payment so deposited. Thereafter upon the presentation to the treasurer of the City of any coupon of any such assessment certificate duly issued by the City representing any installment of principal and interest, and upon the surrender of said treasurer of such coupon, with a receipt for the payment to be made, properly endorsed thereon and signed by the person presenting same or in case of the maturity of the last installment upon the presentation and surrender of the assessment certificate, receipt and release as hereinafter provided the treasurer shall pay over to the bearer of each such coupon or certificate the amount so paid into the city treasury on account of such installment of principal and interest represented by such coupon or certificate. The coupons being intended for surrender and delivery to the property owner or person paying the amounts due thereon to the city collector, the bearer, person or bank presenting such coupon or certificate for payment shall also execute to the treasurer a separate receipt to be preserved in the files of the city evidencing the payment of the same by the City, and describing each coupon or certificate so presented and paid and stating the name and address of the person, persons or bank transmitting same for collection. Such separate receipts so to be taken by the treasurer may be endorsed or stamped and signed on the back of the receipts prepared for the treasurer by the collector as hereinbefore required, and all such receipts shall be carefully preserved by the treasurer, and shall be by the treasurer filed in the office of the auditor of the city at least once each week; and same shall be by the auditor carefully and systematically filed and preserved among the records of the city; and the auditor shall also keep a suitable account or register for each improvement ordered by the City Commission, in which register said auditor shall enter full data as to all payments made to and by the city as herein provided, as shown by such receipts. All receipted coupons, paid assessment certificates and releases which may be delivered to the treasurer upon the City paying over any money as herein provided shall also be by the treasurer delivered to the auditor and shall be by the auditor kept and preserved with said respective records of the city, until such receipted coupons, paid assessment certificates or releases may be demanded by the person or persons who made original payment thereof whereupon they shall be delivered to such person or persons. Upon the full and final payment of all sums due by the terms of any such certificate the original payee or holder of such certificate shall thereupon immediately surrender to the owner or owners of the premises described therein, or to the treasurer of the City for them, such assessment certificates together with all coupons not theretofore paid and surrendered, and also a good and sufficient acquittance and release in writing, duly acknowledged, evidencing the satisfaction of such indebtedness and the full release of the lien or liens securing same; and such written release or surrender of the assessment certificate by the holder thereof shall in all cases operate to release also the lien securing any voluntary contract taken for the same improvement in connection with such assessment certificate. And in case of default in the payment of any installment of principal or interest due on any certificate, and upon the maturity thereof as evidenced by its terms or by the written declaration of the holder thereof, it is hereby also made the duty of said City Collector, on the written demand of the holder of such certificate, to advertise and sell the premises and property subject to the lien securing such certificate for the purpose of realizing any sum or sums remaining unpaid thereon, together with interest and costs, said sale and the conveyances of the property thereupon to be made in the manner provided by law and the City Charter for the sale of property for ad valorem city taxes; or in case of such default and on the written demand of the holder of any such certificate the city of San Antonio shall exercise its charter powers and the powers conferred by said street improvement law, and shall institute and prosecute a proper suit or suits to foreclose or enforce such lien and to collect such assessment certificate, together with all interest and costs in the name of the city but for the benefit of the holder thereof; provided that each such holder shall in advance deliver such assessment certificate and other necessary evidence to the City Clerk and to the satisfaction of the City Attorney or City Commission, provide for and indemnify the City against any claim for damages and all costs or expenses which might be incurred in any such proceedings or suit; and provided further, that neither the City of San Antonio nor any official of said city shall be or become obligated or liable for any error or omission in the matter of computing the amounts payable upon such certificates or in the matter of identifying the holders of such certificates; and should the City or any official thereof, for any reason whatever fail to enforce, or not proceed with effect in the enforcement of any such certificate or claim, the City of San Antonio shall not thereby incur any financial loss or liability, nor shall any official of said city thereby in any manner incur any personal liability; and provided further, that nothing herein contained shall be deemed to deprive the holder of any such certificate of his personal right to use any lawful means of collecting such certificate, including the right at his own cost and expense to bring and conduct suit thereon in his own name in any court of competent jurisdiction.

Section 16. Whenever any person shall desire a release from the City of any such assessment and lien, either in addition to or in the absence of the release from the holder of any assessment certificate as hereinbefore provided, and such person shall present to and file with the City Auditor the assessment certificate evidencing such assessment and lien, stamped or marked paid, or such certificate accompanied by other evidence of the payment thereof satisfactory to said City Auditor, thereupon said City Auditor shall be and is hereby authorized to execute and to acknowledge in the name of the City a good and sufficient release thereof in writing; and any such release so executed by said City Auditor shall evidence full payment and satisfaction of said certificate, assessment and lien, with equal force and effect as if executed by the original payee or any assignee of such certificate; and upon any such certificate being so released by the Auditor he shall stamp or mark same "Released by the City of San Antonio", and shall carefully file and preserve the same as a record of his office; and whenever any person shall present any such assessment certificate to said City Auditor accompanied by a release from the holder thereof or whenever said City Auditor shall execute such release in either case said Auditor shall note such release in the Register of assessment certificates and shall sign on such assessment certificate a statement to the effect that such assessment certificate has been presented and entered upon the Register of Assessment Certificates as fully satisfied, stating the date of such presentation and the name of the person presenting same; and said Auditor shall enter on said Register of Assessment Certificates, in connection with the record of each assessment certificate he may release, a notation showing that such release was

executed by the City.

Section 17. The City of San Antonio shall, as in this ordinance provided, freely afford and render to contractors and holders of assessment certificates all proper and available relief, proceedings and remedies to which contractor is entitled at law or in equity, and which the City may lawfully afford by the exercise of its corporate powers, whereby to assess, levy special taxes, fix liens and declare personal liabilities, and to receive collections for holders of assessment certificates, or to undertake collections thereof if so required, and in proper cases to make corrections of assessments or to re-assess; and in any other lawful and proper way not involving pecuniary liability or expense the city shall in good faith provide and facilitate the collections of assessment certificates and special taxes for all such improvements; but the City shall not be or become liable or responsible, either directly or indirectly, for the payment of any sum of money whatever for or on account of any assessment or assessments certificate, levy, lien or special tax, nor on account of any error or omission in or concerning same, nor on account of any property being exempt, nor on account of the failure of any person to pay the amount levied or assessment, nor shall the City be or become liable or responsible either directly or indirectly, for the payment of any part of the cost of any improvement other or further than that portion of the cost of such improvement which the City herein expressly undertakes to pay; provided that the cost of "extras", if any, shall be paid by the City, or as may be provided in the contract, unless same be included in the cost of the improvement for which assessments are made.

Section 18. The contractor undertaking and effecting any such improvement shall have the full right to require that all assessments, levies, liens, personal liabilities and assessment certificates shall be made, fixed, declared and issued substantially as required by this ordinance and in strict compliance with said street improvement law; and should there be any defect or irregularity in the proceedings had whereby a compliance with this section would be defeated, the City Commission shall by regular proceedings make such corrections or assessments as may be necessary to effect a compliance herewith; provided that in case of any amendment, modification or repeal of any relevant provision of this ordinance after any bid shall be filed and before same shall be opened the bidder shall have the right to withdraw such bid. And it shall always be understood in every contract arrangement for any such improvement that the City of San Antonio is contracting or arranging for such improvement and as to all parts of the same, acts for the City at large as well as for persons liable to be assessed for a part of the cost of the improvement, and the said City shall be the sole, proper or necessary party to any suit which may arise with reference to any bid, proposal, deposit check, contract or bond, or the compliance with or performance of the same or any default, penalty or forfeiture thereof or thereupon, and it shall never be necessary or proper to join the owners of abutting property or railroads or street railroads as parties to any such suit, or to any suit other than suits for the collection and enforcement of assessments and liens, or suits wherein the prayer is for some relief to be adjudged directly against abutting property or the owner or owners thereof, or such railroads or street railroads. All bids, proposals or contracts hereafter made or entered into for such improvements, shall be made or shall be deemed to have been made in contemplation of any subject to this ordinance, and all such bidders and contractors shall be fully bound and obligated by its terms and provisions as if contained in the bid, proposal or contract.

Section 19. All public service corporations lawfully having rails, tracks, mains, pipes, poles, conduits, wires or other fixtures or appliances in the public streets of this city are hereby required to take notice of the resolutions of the City Commission and the advertisement inviting bids for the permanent improvement of any streets; and it is hereby made the special imperative duty of each such public service corporation after first obtaining a proper "permit" from the City authorities, to lay, place, repair or renew in such time and manner as not to hinder or interfere with such work of improvement, all proper rails, tracks, mains, conduits, pipes, or other fixtures and appliances, of such size, condition, character, material, weight and arrangement as to suffice fully for all the needs of the service to be rendered by or which may reasonably be required of such public service corporation on such street for and during the period of at least ten years from and after the time of such improvement, so that it may not be necessary to disturb the pavement of such street for any such purpose during such period of at least ten years.

Section 20. Nothing in this Ordinance contained shall be construed to prevent the City from paying for all improvements or any of the same herein provided for, and should Commissioners determine to do so, the City may pay the entire cost or any part in excess of that herein provided to be paid by it.

Section 21. (Appropriations.) That to defray the costs and expense to be paid by the City by reason of the improvement herein provided for the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS, or as much thereof as may be necessary shall be and is hereby appropriated out of The 1921 General Fund, and said funds so appropriated shall be kept in a separate account to be designated as Special Fund to be designated by the Auditor. The ordinance passed and approved Sept. 19th, 1921, Appropriating the sum of \$60,000.00 out of the 1921 General Fund, and providing for the improvement of the streets herein named, is hereby expressly repealed.

Section 22. This Ordinance shall control and govern as to the procedure with reference to the making of the improvements herein provided for, and the levy and collection of assessments to the exclusion of any other ordinance or ordinances adopted by the City.

Section 23. That owing to the fact that the streets, the improvement of which has been herein provided for, have been seriously damaged by the flood, a great portion of the wood block paving thereon having washed away, and said streets are among the most generally used streets in the business section of the city and the traffic thereon is heavy and continuous, and the accumulation of dust and filth thereon is a menace to public health, because of the great difficulty in removing and disposing of the same in the present condition of said streets, and the condition of said streets is a detriment to public safety, an emergency and imperative public necessity exists for the immediate construction of such improvements and it is necessary that this ordinance take effect immediately upon its

signing by the Mayor, and it is so ordered and provided hereby.

PASSED AND APPROVED this the 22nd day of September, A. D. 1921. by a four-fifths (4/5) vote of the Commissioners.

ATTEST:

O. B. Black,
Mayor, City of San Antonio,
Texas.

Ben A. Cordell,
City Clerk.

AN ORDINANCE. *OF-258*

Granting the Grayburg Pipe Line Company the right to construct, maintain and operate an oil pipe line along the route specified herein, and prescribing the terms, conditions and consideration of such grant.

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

SECTION ONE: That the Grayburg Pipe Line Company, a corporation existing under and by virtue of the laws of the State of Texas, and having a place of business in the City of San Antonio, Bexar County, Texas, be and it is hereby granted, subject to the provisions of Section Two herein, for a period of twenty-five years, the right, privilege and franchise to construct, maintain and operate an oil pipe line from the city limits of the City of San Antonio, to the refinery of the Grayburg Oil Company, located near the Concepcion Road in said City, the route of which pipe line shall be as follows: Beginning on the south line of the city limits of the City of San Antonio, Bexar County, Texas, at the intersection of said south line with the Concepcion Road, thence in a northerly direction along with, and up said Concepcion Road, crossing East Mitchell Street, continuing up Concepcion Road to a point opposite the refinery of the Grayburg Oil Company, thence into said refinery.

Section Two: That the rights, privilege and franchise herein granted shall be, and are subject to the following conditions and stipulations, the agreement to which, as the contract and covenant of the said Grayburg Pipe Line Company, is the consideration of, and condition precedent to the granting of said rights and privileges and franchise by the City, said conditions and stipulations being as follows:

(a) That the said Grayburg Pipe Line Company shall pay to the city of San Antonio the sum of \$40.00, which sum shall be due and payable on the first day of January, during each and every year during the life of said franchise.

(b) That said Pipe Line Company shall and will construct its pipe line in a good and workmanlike manner, and same shall be properly cared for and maintained so that no harm or damage will be suffered by the city or citizens thereof, by reason of said pipe line, nor will the street or streets along which said pipe line may be laid, suffer any damage by reason of the construction or maintenance thereof, and that said Pipe Line Company shall place in the same good state of repair, as the same may be at the time any excavation may be made thereon, all streets and public highways over which said pipe line may run, and on which any excavation may be made in the laying or maintaining of such pipe line.

(c) That the said Grayburg Pipe Line Company shall and will pay to the City of San Antonio all proper yardage charges for opening and excavating any street or streets through which said pipe line may run, as is provided by a certain ordinance regulating the making of cuts, openings, excavations, etc., in public places, streets, alleys or highways, requiring bond of indemnity and certain deposits and providing penalties, which Ordinance was passed on the 11th day of July, 1918; and shall in all respects fully comply with all the provisions of such Ordinance, whenever any cuts, openings or excavations are made in any public street or highway, in connection with the laying or maintaining of said pipe line.

(d) That said Pipe Line Company shall construct and maintain its pipe lines in such manner as not to interfere with any sewer, drain, conduit, main or pipe for water or gas or other underground or public utility structure, appurtenance or private connection therewith, and in such manner as to permit the full and proper use and service of the same.

(e) That the grant herein made shall not be deemed or considered exclusive and the City hereby reserves the right hereafter, to construct and maintain or to authorize the construction and maintenance in any of the streets or other public places, over which said pipe line may run, of all sanitary sewers, storm sewers, or other oil pipe lines and water, gas or other underground lines or structures or service connections therewith, whether owned by the City or other persons, and the grant of franchise hereinmade shall not at any time interfere with the right of the City, or such other persons of reasonable ingress or egress, at all times for the construction, maintenance, inspection or repair of such underground lines or structure, Provided, however, that the provisions of this paragraph shall not be deemed or construed to permit any such other underground lines or structures as may be hereafter laid to interfere with the said Grayburg Pipe Line Company in the reasonable exercise of the rights and privileges granted to it by this franchise.

(f) The said Grayburg Pipe Line Company shall indemnify and hold harmless the City of San Antonio and its successors from and against any and all liability, cost, expense, claim and suits of whatsoever character arising or which may arise out of the construction, maintenance and operation of said oil pipe line, or any other work or construction incident thereto, and the said Pipe Line Company shall well and truly pay to or on behalf of the said City, all costs, damages and expenses which said City may reasonably incur or be held to pay at any time by reason of any damage, injury or suit, or alleged injury of, or damage to any person or any property, real or personal, resulting or alleged to result thereto, or to be in any manner, or to any extent occasioned by or incident to the construction, operation or maintenance of said Oil Pipe Company, or on account of anything done in connection therewith.

(g) That said Pipe Line Company shall execute and deliver to the City of San Antonio, a bond with two or more good and sufficient sureties, which bond shall be approved by the Mayor as to form and sufficiency, and shall be conditioned that the said Grayburg Pipe Line Company shall and will well and truly do and perform each and all of the acts and things required of it, by Paragraph "f" hereof.

(h) All work in connection with the laying and maintaining of said pipe line shall be done under the supervision and with the approval of the City Engineer of the City of San Antonio, and that such pipe line shall be laid at such depth beneath the surface of the ground as may be required by the City Council, and shall be laid along the lines named and designated by the said City Engineer. The said Grayburg Pipe Line Company shall begin the construction of such pipe line within two months from the date on which this Ordinance shall take effect, and shall diligently prosecute such work to completion after beginning the same, so that the public shall not be unnecessarily inconvenienced in the use of the public street or streets under which said pipe line is to be laid, and that such work shall be prosecuted in such manner as not to block said street or streets, or otherwise interfere unduly with the use of same by the public, during the time of such construction; and that any work done in the maintenance of said pipe line after completion thereof, shall be carried on in the same manner with due regard for the public use of such streets.

(i) All the provisions of this Ordinance, whether or not herein expressly so provided, shall extend to, and become obligatory on any and all persons or corporations to whom said franchise and right, or any part thereof, or any interest therein may be in any manner assigned, or otherwise in any manner transferred or vested, but no transfer or assignment of said privilege, franchise or extension thereof shall ever be made, except as provided in the Charter of said City; and any repudiation, whether by the said Grayburg Pipe Line Company, or any successor, receiver, trustee or other transferee of said franchise, rights of any stipulation, requirement or undertaking herein lawfully made or any failure or refusal to comply promptly with all the terms and conditions herein set forth, shall work a forfeiture of said franchise and all rights herein granted, and shall also authorize the Commissioners of said City to repeal this Ordinance at any time, whereupon all rights, granted hereby shall immediately cease and determine.

(j) Within thirty days after the final reading and passage of this ordinance, by the Commissioners of the City of San Antonio, and before any rights herein shall vest in the said Grayburg Pipe Line Company, and before this Ordinance shall evidence any consent of this City to the use of said street or streets or other public place as herein provided, the Board of Directors of the said Grayburg Pipe Line Company shall duly pass a resolution authorizing its president to accept the privileges and franchise herein granted, and to agree and obligate said Grayburg Pipe Line Company and its successors and assigns, if any, as its and their contract, to the conditions and stipulations herein set forth, and in form to be approved by the City Attorney of the City of San Antonio, and the president of said Company shall thereupon file with the City Clerk a copy of said resolution duly certified, and the president and secretary of the said Company also shall thereupon lawfully execute, acknowledge and affix the corporate seal of said Grayburg Pipe Line Company to the acceptance of such privileges and franchise, in accordance with such resolution.

SECTION THREE: Upon the passage of this Ordinance, by the Commissioners and the approval thereof by the Mayor, together with the publication thereof as required by the City Charter of franchise granted by the City, said Ordinance shall take effect as herein and by law provided, and the same shall hereafter be in full force and effect, subject to all the conditions, stipulations and provisions herein contained. Read the first time at a regular meeting of the Commissioners held on the 21st day of September A. D. 1921, and ordered published as aforesaid.

Read the second time at a meeting of the Commissioners held on October 3rd, A. D. 1921.

PASSED AND APPROVED this 6th, day of October A. D. 1921.

Attest:

Ben A. Cordell,
City Clerk.

O. B. Black,
Mayor, City of San Antonio.

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