

AN ORDINANCE *OF-26*

An ordinance extending for ten years a certain franchise heretofore granted by this City to the Texas Transportation Company.

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

That the term of a certain franchise heretofore, to-wit- on December 6, 1897, by ordinance of the City Council of the City of San Antonio duly passed and approved, granted to the Texas Transportation Company, a corporation organized under the laws of Texas, be and the same is hereby extended and confirmed to include a period of Ten (10) years from and after the expiration of said existing franchise, over the route or line now used by the tracks of said company, viz., upon and over the following described portions of the public streets of the City of San Antonio, viz., beginning on Austin Street at the junction of the tracks of the Texas Transportation Company., with the tracks of the G.H & S.A. R.R. Company, thence across or along Austin Street to Grand Avenue, thence along Grand Avenue, now known as Eleventh Street, and Jones Ave. crossing San Antonio River on trestle to Dallas Street; also across Avenue A; this extension, however, to be subject to all provisions, conditions, reservations and stipulations in said original ordinance contained, in so far as applicable, including the existing and applicable obligation on the part of said Company to pay to the City the sum of One Thousand (\$1000.00) Dollars per annum on June 1st of each year; and shall also be subject to all provisions contained in the existing charter and lawful ordinances of said city, which shall control in any conflict between such charter or ordinances and the provisions of said franchise ordinance; and shall also be subject to all further rights of regulation by law or charter, or by action of the governing body of said City thereunder, which are, or may be, exercised consistently with the constitution of the State of Texas.

Passed and approved this 13th day of July A.D.1916.

Attest:
Fred Fries,
City Clerk.

Clinton G. Brown,
Mayor City of San Antonio.

(see amendment below)

ORDINANCE *OF-27*

Granting twenty year franchise to Texas Transportation Company.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, Ordinance passed by City Commissioners on July 13, 1916 granting a franchise to Texas Transportation Company be amended so that the franchise is granted for twenty years, instead of ten years as in said ordinance provided, all other provisions of said ordinance to remain in full force and effect.

Passed and approved this 20th day of July A.D.1916.

Attest:
Fred Fries,
City Clerk.

Clinton G. Brown,
Mayor City of San Antonio.



AN ORDINANCE ^{OF - 28}

Prohibiting smoking and providing regulations for the prevention of fires in places of public amusement, and prescribing penalties for the violations thereof.

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

It shall be unlawful for any person to carry into, or to have in his possession in, any public theatre, public hall or other similar place conducted for public amusements, or any auditorium, stage, dressing room, fly or property room belonging to any such place, any lighted cigar, pipe, cigarette or other article used for smoking, or the same in any manner to smoke, light or set on fire in any such place; and any person violating any provision of this ordinance shall be fined in a sum not less than Twenty Five (\$25.00) Dollars nor more than Two Hundred (\$200.00) Dollars.

Passed and approved this 7th day of August, A.D.1916.

ClintondG. Brown,
Mayor City of San Antonio.

ATTEST:
Fred Fries,
City Clerk.

STATE OF TEXAS ↓
COUNTY OF BEXAR ↓
CITY OF SAN ANTONIO↓

Before me, the undersigned authority, on this day personally appeared _____, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio Daily Light, 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: _____ 1916

Sworn to and subscribed to before me this _____ 1916.

City Clerk.

State of Texas)
 County of Bexar)

THIS AGREEMENT made and entered into between the City of San Antonio, party of the first part, and the San Antonio Water Supply Company, party of the second part.

WITNESSETH, The party of the first part desires to connect to the water main of the party of the second part, at the end of said second party's water main opposite Harlendale on the Corpus Christi Road, to supply water to the six (6") inch water main laid by said party of the first part, to the government agricultural farm, upon the following terms and conditions:

1st. The party of the second part reserves the right to regulate and control the amount of water entering into this six inch (6") pipe line, and does not guarantee water service through said line.

2nd. That no connection be permitted to said pipe line except for city purposes and to those definitely promised service by the City, namely, the agricultural farm and Ware and Moore. That no other property owners or individuals along said line or in its vicinity, be permitted to connect said pipe line except by mutual agreement by both parties, and then only in accordance with the rules and regulations of party of the second part

3rd. The party of the first part agrees to pay to said second party, for all water entering into said six (6") inch line, as per the reading of a meter to be set in said line, at the rates established by said party of the second part for water sold outside of the City limits.

Signed in duplicate this 15th day of August, 1916.

City of San Antonio,
 by Clinton G. Brown, Mayor.

San Antonio Water Supply Company
 H.E. Ellsworth, Secty.

BOND OF CITY DEPOSITORY

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

KNOW ALL MEN BY THESE PRESENTS That we The Alamo National Bank of San Antonio, Texas, a banking institution duly organized and conducted under the laws of the United States, as Principal, and _____

as Sureties, are held and firmly bound and obligated unto the City of San Antonio, a municipal corporation of the State of Texas, and County of Bexar, in the sum of One Million and no/100 Dollars (\$1,000,000.00) for the payment of which in and unto said City well and truly to be made 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 said City as a General Depository of and for one-half, more or less, of the funds belonging to or controlled by said City, except as otherwise specified in the ordinance prepared for the designation of such depository, the form for which ordinance is hereto attached; and said depository has obligated itself to pay to the City interest on daily balances of all

such funds at the rate of three (3) per annum, to be computed and paid monthly; and has further obligated itself to lend to the City one half of such amounts as the Board of Commissioners of said City may desire to borrow to meet the expenditures of said City for each current fiscal year during the continuance of said arrangement as based on the tentative budget of said City for such year, the City to pay interest on all such loans from the date thereof at the rate of five and one-half (5-1/2) per cent per annum; the City to secure such loans and issue notes therefor; all as provided by the Finance Ordinances of the City; and

Whereas the further conditions of this obligation are such that the said banking institution shall and will faithfully perform all the duties and obligations devolving upon it as such depository by law, or by the charter and ordinances of said City, and especially what is known as the "Finance Ordinances" of the City; and shall and will well and truly pay upon presentation all warrants and checks properly drawn upon it on behalf of said City against any and all funds so deposited or credited, whenever any such fund or funds shall be in said depository or chargeable thereto and applicable to the payment of any such warrant ^{and} ~~or~~ check; and that all funds and monies of the City 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 and ordinances of said City;

And it is further agreed by all parties hereto including 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 ordinance; and all proceedings and prerequisites herein recited 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 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.

NOW THEREFORE if the said depository or principal hereinbefore named, shall well and truly comply with all the terms and conditions of this obligation, then and in such 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 corporal seal of said bank (and of each incorporated surety, if any,) this 4th day of August, A.D. 1916.

Alamo National Bank, San Antonio, Texas.
Principal
By J.N. Brown, President.

(BANK SEAL)
Otto Meerscheidt,
Cashier.

(seals of sureties)
Approved by the Mayor and Commissioners by ordinance passed and approved this 18th day of August 1916; and this bond is now filed.

Fred Fries,
City Clerk.

J.N. Brown,
Otto Meerscheidt,
J.B. Martindale,
Jos. Courand,
Wm. Green,
G.A.C. Halff,
C.C. Gibbs,
Ernest Steves,

BOND OF CITY DEPOSITORY

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

KNOW ALL MEN BY THESE PRESENTS That we The State National Bank of San Antonio, Texas, a banking institution duly organized and conducted under the laws of the United States, as principal, R.R. Russell: R. R. Russell, T. A. Coleman, Cyrus B. Lucas, J. M. Dobie, J. H. Haile, W. W. Collier and Thos E. Mathis as sureties, are held and firmly bound and obligated unto the City of San Antonio, a municipal corporation organized under the laws of the State of Texas, and County of Bexar, in the sum of One Million and No/100 (\$1,000,000.00) Dollars for the payment of which in and unto said City well and truly to be made we 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 said City as a GENERAL DEPOSITORY OF AND FOR ONE HALF, more or less, of the funds belonging to or controlled by said City, except as otherwise specified in the ordinance prepared for the designation of such depository, the form for which ordinance is hereto attached; and said depository has obligated itself to pay to the City interest on daily balances of all such funds at the rate of three (3) per cent per annum, to be computed and paid monthly; and has further obligated itself to lend to the City one half of such amounts as the board of Commissioners of said City may desire to borrow to meet the expenditures of said City for each current fiscal year during the continuance of said arrangement as based on the tentative budget of said City for such year, the City to pay interest on all such loans from the date thereof at the rate of five and one half (5-1/2) per cent per annum; the City to secure such loans and issue notes therefor; all as provided by the Finance Ordinances of the City; and

Whereas the further conditions of this obligation are such that the said banking institution shall and will faithfully perform all the duties and obligations devolving upon it as such depository by law, or by the charter or ordinances of said City and especially ~~and~~ what is known as the "Finance Ordinances" of the City; and shall and will well and truly pay upon presentation all warrants and checks properly drawn upon it on behalf of said City against any and all funds so deposited or credited, whenever any such fund or funds shall be in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that all funds and moneys of the City 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 and ordinances of said City;

And it is further agreed by all parties hereto including 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 ordinance; and all proceedings and prerequisites herein recited 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 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.

NOW THEREFORE if the said depository or principal hereinbefore named, shall well and truly comply with all the terms and conditions of this obligation, then and in such 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 (and of each incorporated surety if any) this 4th day of August A.D.1916.

STATE NATIONAL BANK
Principal
By R.R.Russell

(Bank Seal)
Attest:
Thomas Mathis

T.A.Coleman
Cyrus B. Lucas
J.M.Dobie
J.T.Hsile
W.W.Collier
Thos Mathis

(Seals of Sureties)

Approved by the Mayor and Commissioners by ordinance passed and approved this 18th day of August, 1916; and this bond is now filed.

Fred Fries.
City Clerk

AN ORDINANCE

OF-29

Amending Sec. 3 of "An ordinance regulating the Police Department."

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the last sentence of Section 3 of "An ordinance regulating the Police Department", passed and approved on March 2, 1903, be amended so as to hereafter read as follows:

Section 3.....

Each regular member of the Police Department shall receive a clothing allowance of Forty Five Dollars per annum, to be paid to him as follows: Twenty two and 50/100 (\$22.50) Dollars, at the expiration of each six months of service.

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

Passed and approved this 24th day of August, 1916.

Clinton G. Brown,

Mayor City of San Antonio,

Attest:

Fred Fries,
City Clerk.