

AN ORDINANCE 08-13

Appropriating the sum of \$975. out of the Street Opening and Widening Fund to pay W. H. Maverick six months interest at 6½ per cent on \$30,000, said interest being due on July 22, 1922, and January 22, 1923.

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

That the sum of \$975. be and is hereby appropriated out of the Street Opening and Widening Fund to pay W. H. Maverick for six months interest on \$30,000 notes assumed by the City in purchase of land from Lewis Maverick for extending Market

Passed and Approved this 14th day of August, 1922.

Jno. C. Pfeiffer,
Mayor Pro-tem.

O. C. Speight,
City Clerk.

THIS CONTRACT AND AGREEMENT, made and entered into on this, the 21st day of August, A. D., 1922, by and between the SAN ANTONIO METAL SIGN COMPANY, a common law trust of which Harry W. Basse, H. W. Lewis and F. A. Patten are trustees, as party of the first part, and the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas, is party of the second part, WITNESSETH:

FIRST: That the party of the first part is hereby given and granted the privilege of erecting and maintaining within the corporate limits of the City of San Antonio, metal street markers of the type hereinafter specified, which privilege shall be and remain in full force and effect from and during the period of ten years after the date of the execution hereof; and the erection of all signs complete, shall be accomplished within one year from the date of the execution of this contract.

SECOND: For and in consideration of the privilege and concession hereinabove set out, the party of the first part agrees and hereby binds and obligates itself to furnish metal street signs or markers which signs or markers shall be of uniform design and material, and shall conform substantially to the following specifications: the signs shall be manufactured out of metal not lighter than eighteen gauge, which shall be not smaller than 4 X 18 inches, nor larger than 5 X 24 inches, the larger signs to be used on streets where the names require a longer sign, which signs shall be mounted on iron posts ten feet long and not less than two inches in diameter, substantially as per design of sample submitted to the city council,--which posts shall be erected in the following manner:

On all streets upon which there is a street car line, there shall be erected two posts at each street intersection, and placed at diagonal corners, with four-way signs on each post. On all streets having no street car line, there shall be erected two posts at each intersection, placed at diagonal corners, with two-way signs. It being agreed, however, that party of the first part at its option, may erect one post at each street intersection on all streets except such streets upon which there is a street car line, but shall be required to place the additional post after the entire city has been marked by one post at each street intersection. The posts shall be anchored at the bottom in concrete, eight inches in diameter, to a depth of two feet leaving eight feet clear above the level of the ground. No sign, whether street marker or advertising sign shall be maintained or placed so that any portion thereof shall be closer than seven feet to the ground level.

THIRD: Party of the first part agrees to bear all costs of purchase, erection and maintenance of said uprights, and the signs or markers, and agrees to keep the same in good condition and repair, both as to paint and general condition, and to maintain same in a safe and sightly manner, for the entire life of this contract. The party of the first part agrees that it will within two years after the date of this contract, execute and deliver to the City of San Antonio, a good and sufficient bond to be approved by the Mayor in the sum of \$5000, conditioned that the said party of the first part shall maintain said signs and uprights in accordance with the terms of this contract, and in the event said party of the first part shall fail to furnish such bond and shall further fail to maintain said signs and uprights, in the manner provided herein, then this contract shall become null and void, and all posts, markers and signs shall become the property of the City of San Antonio. Provided, however that before any forfeiture shall take place, as herein provided, the city of San Antonio shall be required to give to the party of the first part a thirty-days' notice in writing, stating the particulars in which party of the first part has failed to maintain said signs, and posts, or any of them, Party of the first part shall begin the erection of said signs within 90 days after the execution of this contract, and shall prosecute the same diligently until the completion thereof, and the entire work shall be completed within twelve months, unless prevented or delayed by strikes, or deliveries of material and supplies, labor or climatic conditions, over which party of the first part has no control. The party of the first part agrees that within the period of twelve months hereinabove designated, it shall erect or cause to be erected, street markers as herein provided, at the intersection of all streets that are open for traffic or that may be opened for traffic during the life of this contract, within the corporate limits of the city of San Antonio, and that on streets where there is now erected suitable bars or posts upon which bracket signs can be fastened, party of the first part may place thereon and maintain bracket signs as per sample submitted to the Commissioners of the City of San Antonio, except that the provision allowing the use of bracket signs shall apply only within the Fire Proof District as hereinafter defined.

It is further provided that in no instance shall party of the first part place any upright sign or marker upon private property, without the consent of the owner or person in charge thereof. Where the sidewalk and curb do not permit of placing posts in the ground, and there is no post now erected, then the upright posts shall be placed in flange and securely fastened to the cement walk or curb and shall be placed so as not to interfere with traffic or passage over the streets or sidewalks. Said posts and signs to be placed at locations designated by the City Engineer.

FOURTH: As a part of the consideration of this agreement, the party of the first part shall have the privilege of placing below the street signs, or markers, metal plates of the same materials as the street signs or markers, and upon which said party of the first part shall be permitted to place the name of a firm or article of merchandise, for advertising purposes, together with address, slogan or trade mark, of any advertiser, for advertising purposes. The said name or advertising plated to be of the same size and dimensions as the street signs or markers on said posts, but may be lettered with larger or smaller letters than used on street markers, and the same to be kept at all times in good condition and repair and in a sightly condition, provided however, that no such metal plates shall ever be used to display any obscene, vulgar, indecent or political advertising matter, or for advertising any unlawful or immoral business or pursuit.

It is further agreed and stipulated that no advertising matter of any kind whatsoever shall be placed in the district known as the Fire Proof District of the City of San Antonio, and designated and defined in an ordinance passed and approved on the 24th day of March, 1921, and recorded in Ordinance Book F. at pages 551 et. seq, of the Ordinance Books of the City of San Antonio.

FIFTH: Party of the first part herein shall be deemed and held an independent contractor, and the City of San Antonio shall not be deemed or held liable for any negligent act of the party of the first part, in the erection or maintenance of said street signs, provided however, that all work done in the erection of said posts and markers shall be subject to the supervision of the City Engineer of the City of San Antonio, for the purpose of seeing that party of the first part is erecting same in strict compliance with the terms of this contract.

SIXTH: Nothing in this contract shall be construed to prevent the city from placing or maintaining additional street signs or markers at any street intersection, should it so desire.

SEVENTH: It is expressly agreed and understood that the work of erecting such signs or markers shall be completed within twelve months from the date hereof, and it is further understood that time is of the essence of the contract. The work of placing street signs shall be begun and prosecuted in the following manner:

First: All signs within the Fire Proof District as hereinabove defined, shall be erected before any others signs or markers are erected.

Second: The remainder of the City shall be divided into three zones or sections, as follows: First Section, which shall embrace all territory within the corporate limits of the city of San Antonio, and lying south of the northern boundary line of Commerce Street, both east and west. Second Section, which shall include all territory within the corporate limits of the city of San Antonio, north of the northern boundary line of Commerce Street, and west of the eastern boundary line of Main Avenue, and Third Section, which shall embrace all territory within the corporate limits of the city of San Antonio lying north of the northern boundary line of Commerce Street, and lying east of the eastern boundary line of Main Avenue. The party of the first part, after the erection of signs within the Fire Proof District, shall next begin and complete the erection of all signs to be erected in the First Zone or Section, hereinabove defined, before undertaking the erection of any signs or markers within the Second or Third Sections hereinabove defined, in accordance with the provisions of Paragraph Second thereof. After the erection of all signs in said First Zone or Section, then the party of the first part may commence the erection of signs in either the Second or Third Zone or Section, at its option, but shall complete the erection of signs in the particular zone or section chosen by it, before commencing the erection of signs in the remaining zone or section.

EIGHTH: The privileges herein granted to the party of the first part shall be and remain in force and effect for a period of ten years from and after the date of the signing of this contract, during which time party of the first part shall keep and maintain said street signs or markers free from any expense to the City of San Antonio.

Upon the expiration of this contract, all street signs, complete as erected, shall become absolutely and unconditionally the property of the City of San Antonio, free from any liens or incumbrances whatsoever, and without cost to the City of San Antonio. The first signs to be erected shall be within what is known as the Fire Proof District, hereinabove described, and these signs shall become the property of the City when erected, and shall thereafter be maintained by the party of the second part at its own cost and expense, and shall be a guarantee of good faith, as in compliance with the conditions of this contract by the party of the first part. And if after the erection of such signs, in the said Fire Proof District, the said party of the first part shall fail further to complete said contract, then the City of San Antonio may at its option, cancel this contract and the erection and delivery of said signs in said Fire Proof District shall be accepted by the party of the second party in full satisfaction of all damages which it might be entitled to claim in the event of such default, except as provided in paragraph Third hereof.

NINTH: This contract shall be held and deemed to constitute a lien in favor of the City of San Antonio, upon all signs erected, to secure the reversion thereof to the City of San Antonio, in accordance with the provisions of this contract.

TENTH: It is further specially agreed by and between the parties herein that the City of San Antonio shall have the option of purchasing the said signs and markers from the party of the first part at any time during the life of this contract upon the following terms and conditions:

Should the City exercise its option to purchase said signs and markers at any time before the expiration of five (5) years from the date of the execution of this contract, then the City shall pay for each four (4) way sign or marker, not to exceed Thirteen and seventy five/100 (\$13.75) and for each two (2) way signs or markers, not to exceed the sum of Eleven and ninety five/100 (\$11.95) Dollars.

Should the City of San Antonio desire to exercise this option of purchase at any time after the expiration of five (5) years from the date of the execution of this contract, then the above prices shall be discounted twenty (20) per-cent for each year intervening between the end of the fifth year after the date hereof, and the date of the exercise of such option. In event the option of purchase herein contained is exercised by the City of San Antonio before the expiration of five (5) years from the date hereof, then the City of San Antonio shall pay at the rate herein above specified for all signs and marks erected in the Fire Proof District, herein above described. In event the City of San Antonio so desired to,

it may exercise this option by purchasing all of the signs erected by party of the first part in any one or more of the Zones or Districts herein above described, but the City of San Antonio shall not have the option of purchasing said signs or markers, unless it shall purchase all of the signs in at least one Zone, and should the City of San Antonio exercise its option to the extent of purchasing signs only in one Zone, then the option herein given and granted shall continue and remain in force as to all other Zones upon the same terms, and conditions as herein provided. In event the City of San Antonio desired to exercise the option of purchase herein provided it shall first give to the party of the first part, one year's notice in writing, of its decision so to do, in order that party of the first part may have opportunity to cancel its advertising contracts.

IN TESTIMONY WHEREOF, the San Antonio Metal Sign Company, party of the first part, has caused these presents to be signed by Harry W. Basse, H. V. Lewis and F. A. Patten, its trustees, and attested by F. A. Patten, Sect., its Secretary, all duly authorized in the premises; and the City of San Antonio, party of the second part, has caused these presents to be signed by O. B. BLACK, its Mayor, thereunto duly authorized by ordinance passed and approved on the 21st day of August, A. D., 1922, and attested by its City Clerk.

Attested By:-
F. A. Patten.
Secy.

SAN ANTONIO METAL SIGN CO.

By Harry W. Basse.
H. W. Lewis By A. A. Luther Atty. in fact.
F. A. Patten.
Trustees.

ATTEST:

O. C. Speight
City Clerk.

CITY OF SAN ANTONIO,

By O. B. Black.
Mayor.

STATE OF TEXAS:
COUNTY OF BEXAR:

Know all men by these present:- That whereas there is a proposition before the City Commission of the City of San Antonio, for the erection of street signs and markers and advertising privileges, submitted by the San Antonio Metal Sign Company to the City of San Antonio, and where as we the undersigned, being Trustees of the Said San Antonio Metal Sign Company, and whereas circumstances and business make it impracticable for us to be in the City of San Antonio for a few days; now, therefore, we, F. A. Patten and H. W. Lewis, do and by these present, have designated and appointed A. A. Luther our Agent and Attorney in fact to act for us in the execution of the contract with the City of San Antonio for the erection of said street signs; and the said A. A. Luther is hereby authorized and empowered to act for us and in our stead in all things pertaining thereto.

In witness whereof we have hereunto subscribed our names this the Twelfth day of August, 1922.

F. A. Patten.
H. W. Lewis.

Witnesses:

J. M. Bondrill.
Ben H. Hathaway.