

Ordinance to which these sections are an amendment.

6. PASSED AND APPROVED, this 4th day of May, A. D. 1931.

ATTEST: Jas. Simpson.
City Clerk.

C. M. Chambers.
Mayor.

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

Before me the undersigned authority, on this day personally appeared W. H. Connell, who being by me duly sworn, says on oath that he is Class Adv. Mgr. 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: May 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 1931.

W. H. Connell

Sworn to and subscribed before me this May 22nd 1931.

Edna Brown.
Notary Public in and for Bexar
County, Texas.

AN ORDINANCE OH-44

AMENDING RULE 68, DIVISION XI, OF AN ORDINANCE PASSED AND APPROVED ON THE 8TH DAY OF DECEMBER, A. D. 1921, ENTITLED "AN ORDINANCE REGULATING TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO", OF RECORD IN ORDINANCE BOOK "F", PAGES 607-11, CHANGING THE MINIMUM AGE LIMIT GOVERNING THE OPERATORS OF MOTOR VEHICLES FROM 16 TO 14 YEARS.

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

1. That Rule 68 of Division XI of an ordinance passed and approved on the 8th day of December, A. D. 1921, entitled "An Ordinance regulating traffic on the streets, plazas and public places of the City of San Antonio", of record in Ordinance Book "F", pages 607-11, be and the same is hereby amended so as to hereafter read as follows:

"It shall be unlawful for any owner of any motor vehicle to allow any person who has not attained the age of fourteen (14) years to run, drive or operate such motor vehicle on or over any public street, alley, roadway or other public grounds and it shall be unlawful for any person who has not attained the age of fourteen (14) years to run, drive or operate, any motor vehicle on or over any public street, alley, roadway or other public grounds."

2. PASSED AND APPROVED this 10th day of July, A. D. 1931.

ATTEST: Jas. Simpson.
City Clerk.

C. M. Chambers.
Mayor.

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

Before me, the undersigned authority, on this day personally appeared H. W. Connell, who being by me duly sworn, says on oath that he is Class Adv. Mgr. 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; July 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 1931.

H. W. Connell.

Sworn to and subscribed before me this August 6, 1931.

Edna Brown.
Notary Public in and for Bexar
County, Texas.

AN ORDINANCE OH-45

APPROVING BOND OF WALTER P. NAPIER, OTTO MEERSCHIEDT, ERNEST L. BROWN, JOS. COURAND, J. B. MARTINDALE, GEO. C. VAUGHN, ALBERT STEVES, G. A. C. HALFF AND R. W. MORRISON FOR THE ALAMO NATIONAL BANK AS DEPOSITORY.

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

1. That the bond of the Alamo National Bank, General and Special Depository of the City of San Antonio, as Principal, and Walter P. Napier, Otto Meerscheidt, Ernest L. Brown, Jos. Courand, J. B. Martindale, Geo. C. Vaughn, Albert Steves, G. A. C. Halff and R. W. Morrison, as Sureties, in the sum of ONE MILLION DOLLARS (\$1,000,000.00), dated the 18th day of June, A. D. 1931, and payable to the City of San Antonio, under the conditions therein stipulated, be and the same is hereby approved.

2. PASSED AND APPROVED, this 13th day of July, A. D. 1931.

C. M. Chambers.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

That THE ALAMO NATIONAL BANK, of San Antonio, Texas, a national banking corporation organized and existing under the laws of the United States, as principal and Walter P. Napier, Otto Meerscheidt, Ernest L. Brown, Jos. Courand, J. B. Martindale, Geo. C. Vaughn, Albert Steves, G. A. C. Halff and R. W. Morrison as sureties, are held and firmly bound to pay unto the City of San Antonio, a municipal corporation, of the State of Texas, in the County of Bexar, the sum of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, at San Antonio, Texas, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION, HOWEVER, ARE SUCH that whereas, the above principal has been duly selected by the Commissioners of the City of San Antonio as a general and special depository of and for one-third (1/3), more or less, of the funds belonging to or controlled by said City, as provided in the ordinance making such designation and said depository has obligated itself to pay to said 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 said City, one-third (1/3) of such amounts as the Commissioners of said City may desire to borrow, to meet the expenditures of said City for the current 1931 fiscal year, as based on the tentative budget of said City for such year, said City to pay interest on all such loans from the date thereof, at the rate of five (5) per cent per annum, calculated and payable monthly as it accrues, and after maturity at the rate of six (6) per cent per annum, the City to secure such loans and issue notes therefor, all as provided by the Finance Ordinance of the City; and that the said banking corporation 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 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 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 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 become null and void; otherwise to remain in full force and effect.

This bond is in addition to any and all bonds or other obligations heretofore given to the City of San Antonio, and is independent of all such other bonds or obligations, and shall in no manner impair or release them.

IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said bank, and of each incorporated surety, if any, this 18 day of June, A. D. 1931.

THE ALAMO NATIONAL BANK OF
SAN ANTONIO.

By Walter P. Napier.
President.

Walter P. Napier.

Otto Meerscheidt.

Ernest L. Brown.

Jos. Courand.

J. B. Martindale.

Geo. C. Vaughan.

Albert Steves.

G. A. C. Halff.

R. W. Morrison.

(BANK SEAL)

ATTEST: Thos. R. Lentz.
Cashier.

Approved by the Mayor and Commissioners
by ordinance passed and approved this
13th day of July, A. D. 1931.

Jas. Simpson.
City Clerk.

(SEAL)

APPROVED AS TO FORM

Cobbs Jr.
City Attorney.

AN ORDINANCE *OH-46*

APPROVING BOND OF J. H. FROST AND FRANK V. PANCOAST FOR THE FROST NATIONAL BANK AS DEPOSITORY.

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

1. That the bond of the Frost National Bank, General and Special Depository of the City of San Antonio, as Principal, and J. H. Frost and Frank V. Pancoast, as Sureties, in the sum of ONE MILLION ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$1,120,000.00) dated the 23rd day of June, A. D. 1931, and payable to the City of San Antonio, under the conditions therein stipulated, be and the same is hereby approved.

2. PASSED AND APPROVED, this 13th day of July, A. D. 1931.

ATTEST: Jas. Simpson.
City Clerk.

C. M. Chambers.
Mayor.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

1. That THE FROST NATIONAL BANK, of San Antonio, Texas, a national banking corporation organized and existing under the laws of the United States, as principal, and J. H. Frost and Frank V. Pancoast as sureties, are held and firmly bound to pay unto the City of San Antonio, a municipal corporation, of the State of Texas, in the County of Bexar, the sum of ONE MILLION ONE HUNDRED AND TWENTY THOUSAND (\$1,120,000.00) DOLLARS, at San Antonio Texas, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, by these presents.

2. 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 general and special depository of and for one-third (1/3), more or less, of the funds belonging to or controlled by said City, as provided in the ordinance making such designation, and said depository has obligated itself to pay to said 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 said City, one-third (1/3) of such amounts as the Commissioners of said City may desire to borrow, to meet the expenditures of said City for the current 1931 fiscal year, as based on the tentative budget of said City for such year, said City to pay interest on all such loans from the date thereof, at the rate of five (5) per cent per annum, calculated and payable monthly as it accrues, and after maturity at the rate of six (6) per cent per annum, the City to secure such loans and issue notes therefor, all as provided by the Finance Ordinance of the City; and that the said banking corporation 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 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 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 and ordinances of said City.

3. Ant is further agrees by all parties hereto, including sureties, that this bond shall be held to be an independent common 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;

4. NOW THEREFOR, 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 become null and void; otherwise to remain in full force and effect.

5. This bond is in addition to any and all bonds or other obligations heretofore given to the City of San Antonio, and is independent of all such other bonds or obligations, and shall in no manner impair or release them.

6. IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said Bank,

and each incorporated surety, if any, this 23rd day of June, A. D. 1931.

Frost National Bank.

By J. H. Frost.
President.

(BANK SEAL)

Sureties
J. H. Frost.
Frank V. Pancoast.

ATTEST: Robt. C. Smith
Cashier.

Approved by the Mayor and Commissioners of the City of San Antonio by Ordinance passed and approved this 13th day of July, 1931.

(CITY SEAL) Jas. Simpson.
City Clerk.

APPROVED AS TO FORM
Cobbs Jr.
City Attorney.

AN ORDINANCE *OH-47*

APPROVING THE BOND OF FREDERICK TERRELL, F. L. THOMPSON, B. R. WEBB, WALLACE ROGERS, R. O. HUFF, A. F. BARNES, R. F. SPENCER, RUSSELL C. HILL, HARRY H. ROGERS, L. A. KERR, W. A. WILLIAMS AND W. R. KING FOR THE CITY-CENTRAL BANK & TRUST COMPANY AS DEPOSITORY.

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

1. That the bond of the City-Central Bank & Trust Company, General and Special Depository of the City of San Antonio, as Principal, and Frederick Terrell, F. L. Thomson, R. R. Webb, Wallace Rogers, R. O. Huff, A. F. Barnes, R. F. Spencer, Russell C. Hill, Harry H. Rogers, L. A. Kerr, W. A. Williams and W. R. King, as Sureties in the sum of ONE MILLION DOLLARS (\$1,000,000.00), dated the 10th day of June, A. D. 1931, and payable to the City of San Antonio, under the conditions therein stipulated, be and the same is hereby approved.

2. PASSED AND APPROVED, this 13th day of July, A. D. 1931.

ATTEST: Jas. Simpson.
City Clerk.

C. M. Chambers.
Mayor.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:

1. That THE CITY-CENTRAL BANK AND TRUST COMPANY, of San Antonio, Texas, a banking corporation organized and existing under the laws of the State of Texas, as principal, and Frederick Terrell, F. L. Thomson, B. R. Webb, Wallace Rogers, R. O. Huff, A. F. Barnes, R. F. Spencer, Russell C. Hill, Harry H. Rogers, L. A. Kerr, W. A. Williams, and W. R. King. as sureties, are held and firmly bound to pay unto the City of San Antonio, a municipal corporation, of the State of Texas, in the County of Bexar, the sum of ONE MILLION DOLLARS (\$1,000,000.00), at San Antonio, Texas, for the payment of which, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators, jointly and severally, by these presents.

2. THE CONDITIONS OF THIS OBLIGATION, HOWEVER, ARE SUCH that whereas, the above bounded principal has been duly selected by the Commissioners of the City of San Antonio as a general and special depository of and for one-third (1/3); more or less, of the funds belonging to or controlled by said City, as provided in the ordinance making such designation, and said depository has obligated itself to pay to said 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 said City, one-third (1/3) of such amounts as the Commissioners of said

City may desire to borrow, to meet the expenditures of said City for the current 1931 fiscal year, as based on the tentative budget of said City for such year, said City to pay interest on all such loans from the date thereof, at the rate of five per cent per annum, calculated and payable monthly as it accrues, and after maturity at the rate of six (6) per cent per annum, the City to secure such loans and issue notes therefor, all as provided by the Finance Ordinance of the City; and that the said banking corporation 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 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 and ordinances of said City.

3. And it is further agreed by all parties hereto, including sureties, that this bond shall be held to be an independent common 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 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:

4. 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 become null and void; otherwise to remain in full force and effect.

5. This bond is in addition to any and all bonds or other obligations heretofore given to the City of San Antonio, and is independent of all such other bonds or obligations, and shall in no manner impair or release them.

6. IN TESTIMONY WHEREOF, witness our hands, and the corporate seal of said bank, and each of incorporated surety, if any, this 10th day of June, A. D. 1931.

CITY-CENTRAL BANK AND TRUST COMPANY.

(BANK SEAL)

By W. R. King.
President.

ATTEST: A. G. Engelke
Cashier.

Frederick Terrell.
F. L. Thomson
R. R. Webb
Wallace Rogers
R. O. Huff.
A. F. Barnes.

R. F. Spencer.
Russell C. Hill.
Harry H. Rogers.
L. A. Kerr.
W. A. Williams.
W. R. King.

Approved by the Mayor and Commissioners of the City of San Antonio by ordinance passed and approved this 13th day of July, A. D. 1931.

(CITY SEAL) Jas. Simpson.
City Clerk.

APPROVED AS TO FORM Cobbs Jr.
City Attorney.

AN ORDINANCE OH-48

CREATING THE OFFICE OF SPECIAL UTILITY ATTORNEY OF THE CITY OF SAN ANTONIO, TEXAS, AND DEFINING HIS POWERS AND DUTIES.

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

1. That there is hereby created the office of Special Utility Attorney of the City of San Antonio, Texas.

2. QUALIFICATIONS:

Said Special Utility Attorney shall be a resident citizen and qualified voter of the City of San Antonio and a duly licensed attorney at law of not less than four years' experience in the practice of law in the State of Texas.

3. APPOINTMENT AND TERM OF OFFICE:

Said Special Utility Attorney shall be appointed by the City Commissioners of the City of San Antonio, on nomination by the Mayor. The Special Utility Attorney shall hold his office for a term of two years, and until his successor has been duly appointed and qualified, unless sooner removed from said office. Said Special Utility Attorney may be removed from said office for the same causes and by the same authority governing the removal of the City Attorney from office. The term of office upon the first appointment thereto shall extend from the date of said appointment to twelve o'clock midnight of the 31st day of May, A. D. 1933. The regular term of said office thereafter shall begin on the first day of June of each odd year, and shall terminate at midnight of the 31st day of May of the next succeeding odd year, making each regular term continue for the full period of two succeeding fiscal years of the City of San Antonio.

4. Said Special Utility Attorney shall act as the agent and adviser of the City Commissioners of the City of San Antonio in all matters relating to public utilities, and shall receive such salary as may be prescribed by the City Commissioners of said City.

5. POWERS AND DUTIES:

(a) The Special Utility Attorney shall have the powers hereinafter set out and shall be charged with the performance of the duties hereinafter specified.

(b) The Special Utility Attorney shall see that all laws and ordinances are duly enforced which are applicable to public service companies, public service corporations, or to private individuals or associations operating public utilities in the City of San Antonio, or for the benefit of the inhabitants of the City of San Antonio; and all laws and ordinances applicable to and governing all utility companies, corporations, or individuals or associations operating public utilities in the City of San Antonio, or for the benefit or service of its inhabitants, which laws and ordinances in any manner relate to such utilities or such public service companies or corporations, or to individuals or associations operating the same in the City of San Antonio, or for the benefit of its inhabitants, or which in any manner relate to the good of the service of such utilities for and on behalf of the public of the City of San Antonio.

(c) Said Special Utility Attorney shall familiarize himself with all laws and ordinances affecting the performance of the duties relating to the conduct, management, and operation of public utilities in said city, or for the benefit of its inhabitants, and with all franchises granted by the city to such utilities, or to corporations, companies, individuals, or associations operating such utilities.

(d) Said Special Utility Attorney shall demand of such utility corporations, companies, associations, or individuals, or of any public service corporations, or corporation, or associations, or individuals operating such utilities, copies of the rules and regulations of such

corporations or corporation, companies, individuals, or associations, which rules and regulations shall be delivered to him on demand by such corporations, or corporation, companies, individuals, or associations, particularly such rules and regulations as relate to their modes of doing business for and with the inhabitants of the city, showing the service rendered and to be rendered, the conditions under which it is rendered and to be rendered, all rules and regulations with reference to the collection of money from its patrons, all rules and regulations relating to making of repairs, correction of defects, the improvement of the service, the use of the streets and alleys of the city, the methods of making public service connections in the homes and on other private property within said city, and all rules and regulations relating generally to the conduct of such business, including a complete list of employees, together with the nature of said employment, the duties to be performed by each employee, and the salaries paid for such service.

(e) Each public utility company, or each corporation, individual, or association operating public utilities in said city shall on demand by said Special Utility Attorney furnish him with plans and maps showing in detail the plant and system of each of such public utilities being operated in said city by said company, corporation, individual, or association, with the extent thereof, the date of erection, the dimensions of each part thereof, and all details relating to each unit thereof, and shall on demand by the Special Utility Attorney give to him full and complete information upon which said Special Utility Attorney may make, or cause to be made, an estimate of the probable cost of replacing said system and each part and unit thereof; such public service corporation or company, and such corporation or company or individual or association operating public utilities in the City of San Antonio, or for the benefit of the inhabitants of said city, shall furnish said Special Utility Attorney with a full and complete record of all betterments, extensions, and additions made to the public utility system each year with the estimated cost of replacement. Where the information desired by the Special Utility Attorney is not available from the annual reports filed by the owners and/or operators of public utilities in said city, which are being operated for the benefit of the inhabitants of said city, said Special Utility Attorney shall apply to the manager, superintendent, or other person in charge of such public utility in said city, for such information, and ^{he} shall furnish the same within a reasonable time after such demand has been made.

(f) In the event the manager, superintendent, or other person in charge of such public utility shall not furnish to said Special Utility Attorney any of the information in this ordinance provided for, and within sixty (60) days after the same has been demanded, such failure or refusal to so furnish the same within the said time shall constitute an offense, both in the corporation and in the manager, superintendent, or other person in charge of said public utility, and each day thereof shall constitute a separate offense, and on conviction thereof in the Corporation Court, both such corporation and such person shall be fined in any sum not less than Fifty (\$50.00) Dollars nor more than Two Hundred (\$200.00) Dollars for each day of such failure or refusal to furnish such information within said period of sixty (60) days.

(g) In the event the information requested by the Special Utility Attorney is, in the opinion of the corporation, company, individual, or association owning and/or operating said utility, ^{irresponsible account of cost, & inability to pay} corporation, company, individual, or association to furnish the same, then such corporation, company, individual, or association shall, upon filing a written protest with said Special Utility Attorney within ten days after the information is requested, have the privilege in the event said Special Utility Attorney further insists upon receiving said information, of applying for and being given a hearing by the City Commissioners of the City of San Antonio in council assembled for a decision as to whether or not the information so requested by said Special Utility Attorney shall be supplied, which privilege shall be exercised by filing a written appli-

cation with the City Clerk of the City of San Antonio within ten days after the filing of said protest with said Special Utility Attorney; and within five days after such request for a hearing by the City Commissioners has been filed with the City Clerk, said Commissioners shall fix a time and place for said hearing, and the time of said hearing shall not be more than ten days after the filing of said written request with the City Clerk, and after such hearing, which shall be public, the City Council shall enter its order in the matter, after a vote is taken by the City Commissioners as in other matters, and in the event said City Commissioners should decide that said information be furnished, the same shall be furnished by such corporation, company, individual, or association, within sixty (60) days from the date of the entering of said order.

(h) The information in this ordinance provided for is deemed necessary in order to protect the public of the City of San Antonio in its rights to adequate and efficient public/^{utility} service and in its right to be charged therefor no more than a fair and reasonable charge, and, at the same time, to protect such owners and/or operators of public utilities in the City of San Antonio in a fair and reasonable return on the investment of such public utility owners and/or operators, and for the purpose of fairly and adequately adjusting matters relating to the question of taxation involved in the ownership and operation of such utilities, and for the general good of the public utility/^{service} and the welfare of the inhabitants of the City.

(i) Said Special Utility Attorney shall cause to be kept a record of every public service corporation and/or owner or operator of a public utility in the City of San Antonio, or which is better operated in whole or in part in said City for the benefit of the inhabitants of said City, and a list of every person required to pay annual dues to said city on account of franchises, and he shall see that all such dues are paid annually into the treasury of the city, and that all services and benefits agreed to be furnished the city or the inhabitants thereof by any person or corporation enjoying a public franchise, are duly furnished, and that no person or corporation enjoying such franchise is setting up any claim of title or ownership to any property of said city; and it shall be the duty of such Special Utility Attorney to protect the city in all such matters by suit or otherwise, and, if by suit, the same shall be handled in connection with and under the direction of the City Attorney.

(j) The Special Utility Attorney shall make an annual report to the Mayor and Commissioners of the City of San Antonio at the first stated meeting of the City Commissioners in each fiscal year, covering the operation of his department during the preceding year, and may make recommendations looking to the betterment of the services rendered by operators of public utilities and to the elimination of controversies between such utilities and their customers.

(k) The Special Utility Attorney shall make, or cause to be made, investigations into all complaints relating to the services rendered by said public utilities, made by their customers within said city, and should such investigations show such complaints to be wellfounded, the Special Utility Attorney shall then take the matter up with the management of the public utility involved, for the purpose of obtaining a satisfactory adjustment of such matter, but before such citizen shall apply to said Special Utility Attorney he must first apply in writing to the proper executive of said utility, stating the nature of his complaint, and after a reasonable time, if he fails to obtain the relief sought, he may then apply to said Special Utility Attorney as hereinabove provided, and said Special Utility Attorney shall not/^{be}required to take any action in the matter until it has been made known by said complainant to said Special Utility Attorney, to his satisfaction, that such complaint has been first made in writing to said executive of said public utility in question, and that the latter has refused the relief requested.

(l) In the event any person living within said city shall be unable on proper application

to the executive or managing officer of the public service corporation, or utility operator, to obtain satisfactor service from such public utility on just and reasonable terms, he may then apply to said Special Utility Attorney for adjustment of the matter, and it shall be his duty to investigate the matter and take the same up with the proper executive of the utility operator involved with the view of obtaining such service on such terms as are just and reasonable to all parties concerned.

6. In every case where by this ordinance a duty is imposed upon a public service corporation, company, association, or individual operating a public utility in said city, said duty is also imposed on the manager, superintendent, or person in charge of same in the City of San Antonio, and every case where any act is prohibited to a public service corporation, company or association, or operator of a public utility in said city, said act is also prohibited to the manager, superintendent, or other person in charge of said corporation in said city and failure to comply with any of the requirements of this ordinance shall constitute an offense, not only in the corporation itself, but also in the manager, superintendent, or other person in charge locally of the business of said corporation, association or company, or operator of such public utility, and upon conviction for violation of any of the requirements of this ordinance, where a different penalty is not herein named, such corporation or person convicted thereof, or both, as the case may be, shall be fined in any sum not less than Five (\$5.00) Dollars nor more than Two Hundred (\$200.00) Dollars for each such offense. Where such offense continues through a number of days, it shall be a separate offense for each day of the continuance thereof.

7. Where the term "public utility" is used, it is meant to include light and power utilities and plants; gas distribution systems, utilities, and plants, steam railways operated within the limits of said city, or partly therein; street railways operated within the limits of said city; telephone systems operated within the limits of said city, or partly therein; and any and all enterprises owned or operated by corporations, companies, individuals, or associations holding franchises from said city and operating their respective enterprises in said city, in whole or in part, for the good, the comfort, the convenience or the general welfare of the inhabitants of said city.

8. Said Special Utility Attorney is hereby given full power and authority, and it is made his special duty, to see that all laws and ordinances regulating the conduct and operation of any such public utilities within the limits of said city are duly enforced, and to see that each and all of the owners and/or operators of public utilities within said city, or for the benefit of the inhabitants thereof, are fully complying with all requirements of their respective franchises, and he shall take such action as he may deem necessary in the premises, under said laws and ordinances to procure the enforcement thereof.

9. He shall before entering upon the discharge of his duties as such official, qualify by taking the same oath of office that prescribed by the Constitution for State Officers.

10. Such assistants, accountants, engineers, clerks, and other employees as may be determined by the City Commissioners from time to time to be necessary for the proper and efficient conduct of the office hereby created, shall be employed, and at such salaries or compensation as may be fixed by the City Commissioners.

11. Said Special Utility Attorney, or his duly authorized agents, shall at all reasonable times have access to and full authority to inspect, examine, verify, and audit all accounts, vouchers, documents, books, property records, stock subscription books, and any and all other records showing a list of the holders of a common stock or other character of stock in any public utility company, corporation, or association owning and/or operating a public utility, or utilities

or association owning and/or operating a public utility, or utilities in the City of San Antonio, or for the benefit of its inhabitants, and any and all records relating to the receipt and expenditure of money and the business done by such public utilities in construction, maintenance, and operation of its properties, in whole or in part, in said city.

12. If any section or subdivision, or any part of this ordinance shall be held to be unconstitutional, or invalid or unenforceable, such holding shall not effect the sections or subdivisions or parts of this ordinance not included in those sections, subdivisions or parts hereof so held to be unconstitutional, invalid, or unenforceable, but the same shall remain in full force and effect.

13. The fact that the City of San Antonio has no ordinance conferring upon any of its officers the powers and duties of a public utility supervisor, and that such official as is herein created, with the powers and duties herein prescribed, is urgently needed for the safety, welfare, convenience, health, and good government of the inhabitants of the city, creates an emergency, and an imperative public necessity requiring this ordinance to take effect at once, and it is accordingly ordained that this ordinance shall take effect from and after its passage.

PASSED AND APPROVED, this the 13th day of July, A. D. 1931.

C. M. Chambers.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

AN ORDINANCE *OH-49*

AMENDING "AN ORDINANCE FORBIDDING THE CONSTRUCTION, OPERATION AND MAINTENANCE OF DRIVE-IN GASOLINE FILLING STATIONS, WITHIN THE FIRST FIRE LIMITS OR FIREPROOF DISTRICT "A" OF THE CITY OF SAN ANTONIO PROVIDING PENALTY AND DECLARING EMERGENCY."

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

1. That Section 1 of "An Ordinance Forbidding the Construction, Operation and Maintenance of Drive-in Gasoline Filling Stations, within the First Fire Limits or Fireproof District "A" of the City of San Antonio, Providing Penalty and Declaring Emergency", passed and approved on the 23rd day of January, A. D. 1919, of record in Ordinance Book "F", Pages 363-364, be and the same is hereby amended so that hereafter it shall read in words and figures as follows, to-wit:-

2. "Section 1: That from and after the passage and approval of this Ordinance, it shall be unlawful for any person, firm or corporation, their agents, servants or employees, to establish, construct, operate or maintain within the limits hereinafter defined, what is commonly known as a drive-in filling station, for the storage sale and delivery of gasoline, oil or other auto supplies."

3. That Section 3 of the ordinance above stipulated shall be and the same is hereby amended so that hereinafter it shall read in words as figures, as follows:-

4 "The limits of the City of San Antonio mentioned in Section 1 in which drive-in filling stations are prohibited shall be and the same is hereby defined and established as follows, to-wit:

BEGINNING at the South curb line of Dolorosa Street, where it crosses San Pedro Creek and with the meanders of the Creek South 200 feet; THENCE East with a line parallel to and 200 feet from the South curb of Dolorosa Street across South Flores and Dwyer Avenue to the San Antonio River; THENCE East with the meanders of the River to the Market Street Bridge and South

curb line of Market Street to and across ^{South} Alamo Street to a point 252 feet from the South curb line of East Commerce Street at its intersection with South Alamo Street; THENCE East on a line parallel to and 252 feet from the South curb line of East Commerce Street to the old Alamo Ditch, now an alley; THENCE north along the Old Alamo Ditch, now an Alley, 252 feet to the South curb line of East Commerce Street; THENCE East on South curb line of East Commerce Street to a point opposite the East curb line of Bonham Street; THENCE North across East Commerce Street and along the East curb line of Bonham Street, across Blum and Crockett Streets, to the Southeast curb line of Nacogdoches Street; THENCE Northeast, along the Southeast curb line of Nacogdoches Street to the point of intersection of the curb line of Nacogdoches Street and the center line of East Houston Street; THENCE West along the center line of East Houston Street to the point of intersection with the East line of Avenue "E"; THENCE North along the East line of Avenue "E" to the point of intersection with the North line of East Travis Street; THENCE West along the North curb line of Travis Street across the San Antonio River to the East curb line of Soledad Street and to Travis Street; THENCE along the North curb line of Travis Street across Main Avenue to the West curb line of North Flores Street; THENCE South along the West curb line of North Flores Street to a point 200 feet North from the North curb line of West Houston Street; THENCE West along a line parallel to and 200 feet from the North curb line of West Houston Street to the West side of Cameron Street; THENCE South with the West curb line of Cameron Street across West Houston Street to West Commerce Street; THENCE West with the North curb line of West Commerce Street to the San Pedro Creek; THENCE South with the meanders of the San Pedro Creek to the place of beginning."

5. All laws and ordinances, and parts thereof, in conflict herewith, are hereby repealed.

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

7. PASSED AND APPROVED, this 31st day of August, A. D. 1931.

ATTEST: Jas. Simpson.
City Clerk.

C. M. Chambers.
Mayor.

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

Before me the undersigned authority, on this day personally appeared

H. W. Connell, who being by me duly sworn, says on oath he is Classified
Adv. Mgr. of the San Antonio Evening News a newspaper of general circulation of San Antonio, in the State and County aforesaid, and the ordinance hereto attached has been published in every issue of said newspaper on the following days to-wit: Sept. 4, 5, 7, 8, 9, 10, 11,
12, 14, 15. 1931.

H. W. Connell.

Sworn to and subscribed before me this September 18 1931.

W. A. Druce.
Notary Public in and for Bexar County,
Texas.