

(4)

AN ORDINANCE

OF-30

Denouncing and penalizing fishing, seining and netting anywhere in the San Antonio River within the corporate limits of the the City.

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

Any person who fishes, seins or nets anywhere in the San Antonio River for the purpose of catching any kind of fish, large or small, (the word fish in this connection being used in its most comprehensive sense) within the corporate limits of the City of San Antonio, shall be deemed guilty of the commission of a misdemeanor, and, upon conviction therefor before the corporation court shall be fined in any sum of money not exceeding Two Hundred (\$200.00) Dollars. And each such act of fishing, seining or netting shall constitute a seperate and distinct offense within the meaning of this ordinance.

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 1st day of September, A.D.1916.

Clinton G. Brown  
Mayor, City of San Antonio.

Attest:

Fred Fries,  
City Clerk.

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

Before me, the undersigned authority, on this day personally appeared Charles S. Duke, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio 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 <sup>news</sup> paper on the following days, to-wit: September 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 1916

Sworn to and subscribed before me this September 27 1916.  
Charles S. Duke  
Fred Fries  
City Clerk.

## BOND OF SPECIAL CITY DEPOSITORY

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

KNOW ALL MEN BY THESE PRESENTS That We

D & A. Oppenheimer, a private banking firm composed of Louise Oppenheimer, J.D. Oppenheimer, Henry Oppenheimer, A Oppenheimer of San Antonio, Texas, as principal, and Jake Wolff & Max Steiffel 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 Seven Thousand and no/100 (\$7,000.00) Dollars for the payment of which sum 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 bounded principal has been duly selected by the Commissioners of said City as the special depository for a part of the special funds and monies belonging to or controlled by said City, and the sum of Fifty Seven Hundred and Fifty Six Dollars of such funds and monies have been and are now deposited with said depository to the credit and for the use of said City; and said depository has obligated itself to pay interest on daily balances of such funds at the rate of three and one tenth (3-1/10) per cent per annum to be computed, credited and paid to said City monthly:

And Whereas the further conditions of this obligation are such that the said banking institution, or principal, as such depository shall and will faithfully perform all the duties and obligations devolving upon it by law, or by the Charter or ordinances of said 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 such funds or monies so deposited or credited, whenever any such funds or monies shall be in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that each and all such funds and monies of the City so deposited, shall and will be faithfully kept and, with the interest thereon, properly and correctly disbursed, paid over and accounted for to said City in full, in accordance herewith and according to law, and the charter and ordinances of said City, including what are known as the "Finance Ordinances".

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 or ordinance; 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 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.

A and A. Oppenheimer

Principal

By J.D. Oppenheimer, member of said firm

President

Jake Wolf

Max Stiefel

(Bank Seal)

Attest:

Approved by the Mayor and Commissioners  
 by ordinance passed and approved this  
 11 day of Sept. 1916 and this bond is now filed.

Fred Fries  
 City Clerk.

## BOND OF SPECIAL CITY DEPOSITORY

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

KNOW ALL MEN BY THESE PRESENTS That We, the Central Trust Company of San Antonio, Texas, as Principal, and J.O.Terrell, John J.Stevens, Sam C.Bell, J.T. Wilson, M.W.Terrell, Jno. W. Warren, Alfred Duerler, Ed. Rand, Adolph Wagner and S.G. Bechtel 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 Twelve Thousand Six Hundred and Twelve and 64/100 (\$12,612.64) Dollars for the payment of which sum 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 bounded principal has been duly selected by the Commissioners of said City as the special depository for a part of the special funds and monies belonging to or controlled by said City, and the sum of Twelve thousand, six hundred and twelve & 64/100 (\$12,612.64) Dollars of such funds and monies have been and are now deposited with said depository to the credit and for the use of said City; and said depository has obligated itself to pay interest on daily balances of such funds at the rate of Three (3) per cent per annum to be computed, credited and paid to said City monthly;

And Whereas the further conditions of this obligation are such that the said banking institution, or principal, as such depository shall and will faithfully perform all the duties and obligations devolving upon it by law, or by the charter or ordinances of said 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 such funds or monies so deposited or credited, whenever any such funds or monies shall be in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that each and all such funds and monies of the City so deposited, shall and will be faithfully kept and, with the interest thereon, properly and correctly disbursed, paid over and accounted for to said City in full, in accordance <sup>hereto</sup> with, and according to law, and the charter and ordinances of said City, including what are known as the "Finance Ordinances".

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 or ordinance; 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 5th day of August A.D.1916.

(BANK SEAL)

ATTEST:

W.P.ROTE

(SEAL OF SURETIES)

The Central Trust Company  
 Principal  
 By J.O.Terrell  
 President  
 J.O.Terrell  
 John J.Stevens  
 Sam C. Bell  
 J.T.Wilson  
 M.W.Terrell  
 Jno. W. Warren  
 Alfred Duerler  
 Ed. Rand  
 Ad. Wagner  
 S.G.Bechtcl

Approved by the Mayor and Commissioners by ordinance passed and approved this 11th day of Sept 1916, and this bond is now filed.

Fred Fries

City Clerk.

## BOND OF SPECIAL CITY DEPOSITORY

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

KNOW ALL MEN BY THESE PRESENTS That We, The Commonwealth Bank and Trust Company of SAn Antonio, Texas, as Principal, and Harry Landa, H.P.Drought, W.R.Wiseman, T.N.Smith, Herbert H.Reed, E.J.Altgelt, Leo.M.J.Dielmann, Elizabeth Moore and J.H.

Savage, 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 Three Hundred and Sixty Thousand and no/100 (\$360,000.00) Dollars for the payment of which sum 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 the special depository for a part of the special funds and monies belonging to or controlled by said City, and the sum of Three Hundred and Ten Thousand, Seven Hundred and Fifty eight (\$310,758.14) Dollars and Fourteen cents of such funds and monies have been and are now deposited with said depository to the credit and for the use of said City; and said depository has obligated itself to pay interest on daily balances of such funds at the rate of (from and after September 1st, 1916) Three (3) per cent per annum to be computed, credited and paid to said City monthly;

And Whereas the further conditions of this obligation are such that the said banking institution, or principal, as such depository shall and will faithfully perform all the duties and obligations devolving upon it by law, or by the charter or ordinances of said 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 such funds or monies so deposited or credited, whenever any such funds or monies shall be in said depository or chargeable thereto and applicable to the payment of any such warrant and check; and that each and all such funds and monies of the City so deposited, shall and will be faithfully kept and, with the interest thereon, properly and correctly disbursed, paid over and accounted for to said City in full, in accordance herewith and according to law, and the charter and ordinances of said City, including what are known as the "Finance Ordinances".

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 or ordinance; 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.

And it is further expressly understood and agreed that, as a part of the arrangement made by the principal herein with said City, said principal is obligated to and shall disburse on warrants and checks of the City, or pay over to one of the general depositories of the City, out of the balances of said City funds and monies then remaining to the credit of the City in said bank, principal herein, the sum of Fifty Thousand (\$50,000.00) Dollars per month beginning in September 1916, and continuing until all such City funds and monies, with interest thereon, are fully accounted for and paid over; and in the event less than Fifty Thousand (\$50,000.00) Dollars shall be disbursed, as hereinbefore provided, by said bank, principal herein, during said September or any subsequent month, then the Board of Commissioners of said City shall be authorized to order and cause the transfer, out of any funds of the City then remaining in said principal bank, to one of said general depositories, of a sum sufficient to make up said Fifty Thousand (\$50,000.00) Dollars; and this condition shall attach to said deposit in said principal bank, and said deposit shall be limited as herein provided.

NOW THEREFORE if the said depository or princial 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 24th day of August A.D. 1916

Commonwealth Bank and Trust Co.

Principal

By Harry Landa

President.

(BANK SEAL)

Attest:

Herbert H. Reed

Harry Landa  
 H.P.Drought  
 W.R.Wiseman  
 T.N.Smith  
 Herbert H.Reed  
 E.J.Altgelt  
 Leo M.J.Dielmann  
 Elizabeth Moore  
 J.H.Savage

(SEALS OF SURETIES)

Approved by the Mayor and Commissioners by ordinance passed and approved this 11th day of Sept 1916. and this bond is now filed.

Fred Fries  
 City Clerk.

AN ORDINANCE OF-31

To regulate billposting and the size, location, construction and maintenance of billboards within the City of San Antonio, Texas, and levying certain license fees upon the business of billposting, public out-door advertising and billboards, providing the penalties for the violation thereof, and repealing all ordinances and parts of ordinances in conflict therewith. BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

Section 1. No person, firm or corporation shall, after the 1st day of September, 1916, engage in or carry on the business of billposting in the City of San Antonio without first obtaining from the Commissioners a billposter's license in accordance with the provisions of this ordinance.

Section 2. The business of billposting, within the meaning of this ordinance, shall be construed to include all corporations, partnerships or persons who engage in the business of posting, painting, pasting, or otherwise fixing or placing upon any public grounds or private property any advertising matter, bills, posters, pictures, billboards, or any other thing, matter or device whatsoever advertising the business of any person, firm or corporation, or any product, commodity or service thereof, whether that of merchant, manufacturer, publisher, or person engaged in any business of industrial pursuit, or any opera, theatre, show or other exhibition: provided, however, that nothing in this ordinance contained shall be construed to include the placing at the front, rear or sides of any opera house, theatre or moving picture place, any posted or painted signs advertising any attraction or attractions at such opera house, theatre or moving picture place, nor any notices required by law to be given by public officers, attorneys, trustees, or other persons whose duty it may be to post or fix same.

Section 3. Any person, co-partnership or corporation desiring to engage or continue in the business or occupation of a billposter within said City shall make, sign and file with the City Clerk an application in writing to the Commissioners for a billposter's license. The Commissioners shall thereupon within a reasonable time consider and grant such license and direct that the same be issued to the applicant upon his paying to the City License and Dues Collector an annual license fee in the sum of One Hundred (\$100.00) Dollars. The said license shall be attested by the City Clerk and have the seal of the City affixed thereto, and shall expire one year from the date of its issuance unless sooner revoked or canceled as hereinafter provided. Every person, firm or corporation engaged in the business of constructing and erecting billboards or signboards shall file with the City Clerk a penal bond, with sureties, or with some responsible surety company authorized to do business in the State, to be approved by the Commissioners, in the sum of Fifteen Thousand (\$15000.00) Dollars, conditioned that such person, firm or corporation shall faithfully comply with all the provisions and requirements of this ordinance with respect to the construction, alteration, location and safety of billboards or signboards and for the payment of inspection fees required by said ordinance; and conditioned further, to indemnify, save and keep harmless said City of San Antonio, and its officials from any and all claims, damages, liabilities, losses, actions, suits or judgments which may be presented, sustained, brought or secured against the City of San Antonio or any of its officials on account of the construction, maintenance, alteration or removal of any of said billboards or signboards, or by reason of any accidents caused by or resulting therefrom.

Section 3A. Any opera, theatre, or moving picture place advertising in locations other than provided in Section 2 of this Ordinance shall be classed as billposters, subject to all requirements of this Ordinance, and shall pay to the City License and Dues Collector

an annual License fee in the sum of Ten (\$10.00) Dollars. The said license shall be attested by the City Clerk and have the seal of the City affixed thereto and shall expire one year from date of its issuance unless sooner revoked or canceled as hereafter provided.

Section 4. No person shall paint, print, or post any picture, bill or advertising matter of any kind upon any curb, sidewalk, pole or other public improvement located in any public street or grounds, or upon any bridge or part of same, or public building, structure or erection of any kind belonging to the City of San Antonio.

Section 5. No person shall hereafter paint, print or post, or in any way affix any pictures, bill or advertising matter of any kind upon any post, fence, tree, billboard or signboard, upon any wall or walls of any building or erection or structure of any kind, within the City of San Antonio, unless the building or object upon which the same be placed is the property of the person so doing and is located upon the ground of said person, or unless the consent of the owner, or his authorized agent shall have been first obtained. The consent of a tenant is not sufficient. Such consent or permission from the owner or authorized agent shall be in writing and shall be attached to the application for permit herein provided for.

Section 6. No billposter or other person shall post or affix in any way to any building, structure or object whatsoever, any bill, picture, illustration, printed matter, or any other object or device of any obscene or immoral nature or character.

Section 7. No billposter shall scatter, daub or leave any paste, glue, or other like substance used for, or in any way concerned in, the affixing or posting of bills upon any public sidewalk, pavement or street in said City, or scatter or throw any old bills or waste material removed from billboards or other objects on any such sidewalk, street, or pavement, or on the surface of any public street or way, or on the surface of any private grounds.

Section 9. No person, firm, co-partnership, opera, theatre or picture show shall erect within the City of San Antonio any billboard or signboard as defined in the ordinance without first making application and securing a permit from the Commissioners as provided for in this ordinance.

Section 10. The application to the Commissioners for a permit for the erection of a billboard as defined in this ordinance shall be in writing and be signed by the applicant, and shall state:

1. The location of said billboard, giving the street and number and the city lot and block number, and the closest intersecting streets.
2. The name of the owner of the property upon which the board is to be erected.
3. The dimensions of each billboard, giving the length and breadth of same and the number of square feet of advertising surface contained thereon.
4. The distance in each direction from the billboard to the nearest house, structure or other edifice.
5. Whether the said board is to be located within two hundred feet of any railroad crossing on any street, or within fifty feet of any street intersection.
6. Generally as to whether the billboard will be so located as, by reason of its location or the manner of its construction, to constitute a menace to the public or to parties either living adjacent thereto or using the streets or avenues in the vicinity.

Section 11. The Commissioners, prior to the granting of such permit, shall be satisfied that the billboard is of such a character as can be properly erected under this ordinance, and may require from the applicant further evidence than that contained in the application, if desired.

Section 12. Upon <sup>the</sup>making of the application for the erection of a billboard or signboard provided for in this ordinance and the approval of same by the Commissioners, a permit shall be issued by the City Building Inspector at the direction of the Commissioners by resolution, authorizing the erection or continued maintenance of such billboard. A fee of Five (\$5.00) Dollars shall be charged for all roof boards, other than roof boards a fee of One (\$1.00) Dollar shall be charged.

Section 13. Any person, firm, co-partnership or corporation owning, controlling or maintaining a billboard as defined in this ordinance, within the City of San Antonio, after the 1st day of September, 1916, without paying the annual license fee thereon as herein provided, shall be guilty of a misdemeanor and shall be punished as hereinafter provided, and such failure shall be grounds for a removal by the City authorities of said billboard at the cost of said person, firm or corporation.

Section 14. Any illuminated or other billboard erected within the City Limits of the City of San Antonio upon any roof or attached to any building shall be fire proof, constructed with a steel skeleton frame so as to present a surface to be effected by wind pressure which shall not exceed fifty per cent of the face of the billboard. All roof billboards shall be constructed, erected and maintained of sufficient strength to withstand a wind pressure of not less than thirty pounds per square foot of surface without stressing the material beyond the safe limits of stress. All steel uprights to be not more than ten (10) feet apart and securely attached to said roof or building. Said steel uprights shall be braced by steel braces, one brace to each steel upright, said brace to be securely attached to the top or within three (3) feet of the top of the upright, and the other end to be securely anchored to said building or roof. There shall be steel stringers running the entire length of the billboard securely attached to each steel upright, to which shall be attached the surface of the billboard. There shall be not less than one stringer for each four (4) feet or fraction thereof on the surface of said billboard in its height. Upon making application for the erection of a billboard, which is to be attached to, or erected upon the roof of any building, there shall be submitted with such application plans and specifications, designed by some competent structural engineer, showing the size, nature and construction of the billboard proposed to be erected.

Section 15. The surface of each billboard erected on any roof or attached to any building, shall be of galvanized sheet iron; all material and fastenings shall be of the best quality, and fireproof, so as to make a thoroughly strong, workmanlike structure.

Section 16. Any billboard erected within the city limits of the City of San Antonio shall be securely attached to a frame-work consisting of wooden posts or uprights, not less than four (4) by six (6) inches in dimensions and not more than ten (10) feet apart, and set not less than four (4) feet in the ground. Said posts or uprights shall be braced by wooden braces not less than two (2) by six (6) inches in dimensions, one brace to each post, said braces to be securely attached to the top, or within three (3) feet of the top, of the upright or post, the other end to be securely attached to an anchor post of not less than six (6) by six (6) inches in dimensions, and set not less than four (4) feet in the ground, well tamped. There shall be wooden stringers not less than two (2) by four (4) inches in dimensions running the entire length of the billboard securely attached to each post or upright, to which shall be attached the surface of the billboard. There shall be not less than one stringer for each four (4) feet or fraction thereof of the surface of said billboard in its height. The surface of each billboard shall be of galvanized sheet iron, and all materials and fastenings shall be of the best quality, so as to make a thoroughly strong, workmanlike structure.

Section 17. Every billboard shall have or display thereon a permanent name plate or imprint designating the name of the person or persons, firm or co-partnership or corporation, owning, controlling or maintaining same, and the number of the permit issued by the Building Inspector, authorizing the erection of said billboard.

Section 19. No billboard shall be erected or maintained within two hundred (200) feet of any steam railroad crossing or within fifty (50) feet of any street intersection.

Section 20. No billboard shall be erected or maintained at any place where the location of same or the manner of its construction will cause it to constitute a menace to persons lawfully using the streets or sidewalks, or to those living in the neighborhood, or the public generally, and it shall be the duty of the Commissioners, prior to issuing a permit for the construction of a billboard, to inquire into such circumstances, and act as provided for in the preceding section of this ordinance.

Section 21. No billboard, wall or other structure or addition shall be erected or used for billposting purposes on the walls or roof of any building, unless special application be made to the Commissioners for a permit, and such permit granted by them specially after such investigation and alterations, if any, as in their opinion may give assurance that such structure will not imperil life or property.

Section 22. No billboard shall be constructed so close to the lot line of the lot upon which same is erected as to fall outside of said lot line if said board for any reason be blown down or fall over; it being the intention of this section to require that a billboard having a height of ten (10) feet be set back at least thirteen (13) feet from the lot line, for such billboards as may be erected on the ground.

Section 23. There shall be an open space of at least three (3) feet left beneath each billboard and between the supports thereof, which space shall not be grated or otherwise closed, in order that no trash, paper or other refuse or inflammable material may collect beneath or behind said board.

Section 24. All billboards now in existence within the corporate limits of the City of San Antonio, or hereafter to be erected, shall be kept in a safe and sanitary condition, and all rotten or unsafe billboards shall be promptly made safe or replaced.

Section 25. No one billboard shall exceed three hundred and fifty (350) square feet, and there shall be an open space of ten (10) feet between all billboards.

Section 26. No billboard shall exceed ten (10) feet in height.

Section 27. The duty shall rest upon each person, firm, co-partnership or corporation to see that the ground immediately surrounding billboards owned or controlled by them is kept in a clean and sanitary condition, and the failure to do this shall render them liable to punishment as hereinafter provided.

Section 28. Any billboard which may now be or hereafter become rotten or unsafe, and any billboard which shall hereafter be erected, altered, refaced or reconstructed, contrary to the provisions of this ordinance, shall be removed or otherwise properly secured in accordance with the terms of this ordinance by the person owning or controlling the same, or by the owner of the ground on which such billboard shall stand; and upon default in the removal of any such billboard as abovesaid, the City may after written notice of three days, remove such billboard at the cost of any billposter using or controlling the same; and no billboard shall be re-erected or rebuilt except in accordance with the provisions of this ordinance, and upon a permit issued as for new construction.

Section 30. The duty shall rest upon the City Building Inspector, and such assistants as may be appointed for the purpose of enforcing this ordinance, to make, or cause to be made, regular inspections of all billboards located in the City of San Antonio, with a

view of seeing that same are constructed and maintained in a safe and sanitary condition and in accordance with the requirements of this ordinance, and that the provisions of this ordinance generally are complied with.

Section 31. It shall further be the duty of said Inspector to report to the Commissioners and all billboards which are, or may become public nuisances, or menaces to the public life, health or safety, and same shall be by order of the Commissioners abated as public nuisances.

Section 32. No billboard in existence at the time of the passage of this ordinance, or hereafter erected shall be rebuilt, re-erected, refaced, altered, or repaired, without being made to comply with the provisions of this ordinance, and securing the written permit from the Building Inspector, as is herein provided for the case of the original erection or construction thereof.

Section 33. Any person, firm, co-partnership or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and shall be fined in any sum not less than Five (\$5.00) Dollars and not more than Two Hundred (\$200.00) Dollars, and every day of such violation shall constitute a separate offense; and, in addition thereto, any billboards hereafter erected or maintained not in conformity with the provisions of this ordinance shall be declared a nuisance by the City Commissioners and abated accordingly.

Section 34. Nothing herein contained shall be deemed to waive or abridge in any manner the right of the City to enact any other or future regulations of billboards or billposting, or to prohibit the erection or maintenance of any billboard, wherever such action may be found necessary in the interest of public safety or comfort.

Section 35. In the event that any section, portion or application of this ordinance shall for any reason be held invalid, the remainder shall be in no way affected, but shall remain in full force and effect.

Section 36. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 37. 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, save and except as herein otherwise provided.

PASSED AND APPROVED on this 15th day of September, A. D., 1916.

CLINTON G. BROWN,  
Mayor, City of San Antonio, Texas.

ATTEST:

FRED FRIES  
CITY CLERK.

AFFIDAVIT OF PUBLISHER.

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

Before me, the undersigned authority, on this day personally appeared Charles S. Duke, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio 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: Sept. 20, 21, 22, 23, 24, 25, 26, 17, 18, 19, 20.

Sworn to and subscribed before me this September 29, 1916

Fred Fries  
CITY CLERK.

MC

AN ORDINANCE.

OF-32

Amended  
of 1/15/14  
G.M. P. 186

Amending the ordinance of this City passed on August, 10th, 1914, relating to the construction of sidewalks and curbing, and adding thereto provisions requiring license and bond from all contractors doing work under the provisions of said ordinances, together with other amendments and provisions, and prescribing penalties for the violation of said ordinance as so amended.

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

That a certain ordinance of this City passed and approved on August 10, 1914, and entitled "An Ordinance prescribing specifications for sidewalks and curbing for public streets and places, and providing measures to compel the laying, construction and repair of the same by owners of abutting property; requiring the cost thereof to be paid by the owners of such property and declaring such cost a personal liability of such owners and a first and prior lien and charge against such property; and prescribing the manner of ordering and compelling the construction of such work, and the punishment for failure to comply with such orders;" shall be and the same is hereby amended as hereinafter provided, to-wit:

(a) Section One and Section Two of said ordinance of August 10, 1914, are hereby combined and amended so that the same shall hereafter be known as Section One and read as follows:

Section One. -- General Requirement, Specifications, Etc.

All sidewalks, curbing, and gutters the construction of which may be commenced in this City, more than thirty days after the day of the passage of this ordinance, shall be governed by the specifications, requirements and provisions of said ordinance of August 10th, 1914, as hereby amended, and it shall hereafter be unlawful for any person, firm or corporation to construct, or cause to be constructed, any sidewalk, curbing or gutter in any street or public place in this City otherwise than in full and strict conformity with such specifications, requirements and provisions.

The following specifications shall govern the construction, repair and maintenance of sidewalks, to-wit:

SPECIFICATIONS FOR SIDEWALKS.

All work must be done in a first class workman-like manner, and set true to lines and grades given by or under the direction of the City Engineer; and all work and materials shall be subject to approval or rejection by the City Engineer.

WIDTH AND LOCATION OF WALKS.

In the residence portions of the City, all sidewalks shall be built to a width of four feet where space permits and unless otherwise specified by ordinance; and shall be located with the inner edge of the walk twelve (12) inches outside the property line and parallel thereto. In case it is desired to build a sidewalk wider than four feet, where no ordinance specifies the width, special permit must be had from the City Engineer. For property situated on any corner of any public place or any street, sidewalks shall be extended to the line of the roadway or curbing as established by the City Engineer. In the business districts, walks shall occupy the entire width from property line to street curbing, and the City Engineer in issuing permits shall determine what is a "business district", subject to the revision of such determination by the Commissioners on application of any interested party. All sidewalks shall have a fall of one-quarter ( $\frac{1}{4}$ ) inch to the foot towards the street. In case special conditions, with reference to lines or grades, require any deviation from the requirements specified, special written permit shall be obtained from the City Engineer,

authorizing such deviation.

LINES AND GRADES.

No excavation shall be done, and no construction shall be commenced, and no material shall be placed, for any such work in any public street or public place, until permit for such work has been obtained from the City Engineer, nor until stakes for lines and grades for such work have been given by the City Engineer, Contractors will be required to protect both line and grade stakes; after same have been set and errors in lines or grades caused by stakes having been raised, lowered or otherwise changed or lost, will be charged against the Contractor, and he will be required to make such mistakes good at his own cost and expense.

GRADING.

Ground shall be excavated not less than 6 and 3/4 inches below the established grade for sub-grade; and in case soft or wet spots are found, same must be excavated and refilled with solid material satisfactory to the City Engineer. Before the cushion, as below specified, is placed, the foundation shall be thoroughly compacted with heavy tampers, after first being wetted if necessary so as to give a firm and compact base upon which to construct the sidewalk. A layer or cushion at least two (2) inches thick of good adobe gravel, crusher screenings, gravel and sand and very coarse sand, or crushed rock and coarse sand or cinders as hereunder specified, must be spread, wetted and thoroughly tamped, before beginning concrete work. Where the subgrade is rock, adobe, or gravel seventy (70%) per cent of which is rock, the excavation need not be more than four and three-fourths (4 3/4) inches below the established grade; in which event the two (2") inches of cushion need not be used. This question as to whether the foundation does or does not require the 2" cushion is to be determined solely by the City Engineer.

FORMS:

Forms may be either metal or wood. In case forms are wood, they shall be of material well seasoned and clean. All forms must everywhere extend the full depth of the concrete, and must be set true to lines and grades. All forms must be well braced so that placing and tamping the concrete will not bulge them. Before concrete is placed, forms must be thoroughly wet with water, or preferably well greased with a heavy oil or grease.

MATERIALS:

The cushion shall consist of adobe gravel, bed or bank gravel, very coarse sand, crushed stone and sand or crusher screenings, or clean hard, coarse cinders, other than lignite, specially accepted by the City Engineer. The gravel or crushed stone and sand for the cushion must consist of from seventy (70) to eighty (80) per cent stone aggregate varying in sizes one-fourth inch (1/4") to two (2") inches.

The sand for the base and top, must be clean and sharp, free from all earth, loam or other foreign substance, and so graded that all shall pass a No. 8 screen; 25 per cent to 55 per cent shall be retained on a forty mesh screen; 35 per cent to 75 per cent shall be retained on a ten mesh screen and all shall be retained on a one hundred mesh screen. Before being used in any mixture for topping or wearing surface sand must be screened on the job to take out all foreign substances.

The broken stone used in the concrete base must be clean and free from all chalky and foreign material and none so soft that it can be readily broken with the fingers.

The bed or bank gravel used in concrete base must be absolutely clean, free from clay chalk, disintegrated pebbles, loam, earth or other foreign substance. In bank gravel, the ratio of the gravel to the sand shall not be more than six to three nor less than five to four. The addition of acceptable stone or sand to make the required ratio will be permitted.

The broken stone or the larger aggregates of the gravel for use in the concrete base must be well graded in sizes not larger than will pass a one and one-half ( $1\frac{1}{2}$ " ) inch ring dimension not smaller than is retained on a one-fourth ( $\frac{1}{4}$ " ) inch mesh screen.

The cement for use in any such work shall be any approved brand of Portland Cement, passing the specifications of the American Society of Testing Materials. All cement shall be carefully protected from the weather until used.

Every square foot of completed sidewalk shall contain not less than eight and one-fourth ( $8\frac{1}{4}$ ) pounds of cement to each square foot of standard sidewalk as herein specified, and if constructed thicker than four and three-fourths ( $4\frac{3}{4}$ " ) inches, then such sidewalk shall contain proportionate additional cement.

CONCRETE BASE:

The concrete base shall be placed in the forms upon the prepared cushion or other authorized foundation, to a depth nowhere less than four (4) inches after being thoroughly tamped to a true surface, which shall be parallel with and not less than three-fourths ( $\frac{3}{4}$ " ) inch below the proposed surface of the walk.

The concrete base shall consist of one (1) part cement, three (3) parts clean sharp sand, and five (5) parts broken stone or clean gravel.

MIXING:

The sand and cement shall be thoroughly mixed dry, until the mixture is of uniform color and free from sand streaks. Wetted stone or gravel shall then be added, and the entire mass wetted and thoroughly mixed by turning it at least three times, or until the stone is thoroughly coated with the mortar and the mass uniformly mixed, whereupon the whole shall be immediately deposited in proper place in the work and thoroughly rammed at once to the required thickness. The concrete must be sufficiently wet but shall not run and must be so thoroughly tamped that all the voids will be filled, resulting in a thoroughly compact mass. In case a machine mixer is used, it shall be a batch mixer.

CUTTING:

Walks shall be cut to provide not more than thirty-six (36) square feet in any individual block, and all such cuts shall extend at least half-way through the section of concrete. In cutting the concrete base, no short blunt axe or tool shall be used. The tool used for this purpose must have a cutting edge not less than two feet in length and have a blade so constructed that it shall not be more than  $\frac{3}{8}$ " in thickness at a distance of five (5) inches above the cutting edge. The cuts shall not be wider than one-half inch ( $\frac{1}{2}$ " ) at top, must be made in true straight lines and filled with dry sand, care being taken not to allow any of the sand to spread on the top of the concrete. After the cuts are made and immediately filled with the sand, the concrete base must be again tamped. All the above tamping, cutting of joints, and retamping must be done within twenty minutes after the concrete has been deposited in place, and before the wearing surface or topping is laid.

Cuts or joints made with steel templates three-sixteenth ( $\frac{3}{16}$ ) of an inch in thickness and made specially for this purpose are preferred. Cuts made in this manner need not be filled with sand, but the templates must remain in place until the concrete has set sufficiently long to become stable.

TOP OR WEARING SURFACE:

Upon the concrete base shall be spread the top mixture or wearing surface which must be of a depth nowhere less than three-fourths ( $\frac{3}{4}$ " ) inch after being trowelled down.

The top mixture shall be composed of one part Portland Cement to one and one-half parts clean sharp coarse sand or trap rock screening, as described above.

These materials shall be thoroughly mixed dry and when so mixed, sufficient water shall be added and mixed therewith, to furnish a plastic mortar. The mixing of the top mixture and the spreading and laying of the top mixture on the base shall follow within thirty minutes after the base or part thereof, is placed in position.

After the top has set sufficiently long to become stable, it shall be thoroughly floated and trowelled, to give a smooth even surface. Care must be used that not too much trowelling be done, and that no trowel marks be left on the finished work. All finished work must present a neat, even and high class appearance.

MARKING:

The marking of the top must be done with a specially devised marking tool, made for such purposes. The markings must cut through to the base and be made exactly over and along the cuts in the base. The edges of all walks shall be neatly finished with a special edging tool made for this purpose.

EXPANSION JOINTS:

Transverse expansion joints  $3/8$ " in thickness, and extending the full width of the walk, shall be provided at intervals not more than fifty (50) feet apart. Those joints must be the full depth of the concrete and shall be well filled with some satisfactory and elastic joint filler approved by the City Engineer.

Where walks join or abut on the curbing line, an expansion joint of not less than one (1) inch wide through the entire section of walk must be made and filled as above provided.

Where a new section of sidewalk is to connect with a walk previously constructed, a three-eighths inch expansion joint must be made and filled as above provided.

MISCELLANEOUS PROVISIONS.

Wire or steel reinforcing materials must be used in the construction of the work when required by property owners, subject to approval of and as may be directed by the City Engineer, but must never extend across and expansion joint.

The contractor shall employ adequate measures to protect all work from the action of the sun and wind until the same has thoroughly hardened and set.

After the work is completed, the contractor shall remove all rubbish, waste and materials, and have the street, place and premises in clean condition.

Contractor shall not be permitted to re-top or re-surface newly constructed sidewalks, curbing or gutters; and shall never do such work as to repair to old sidewalks, curbing or gutters unless he shall first apply for and obtain from the City Engineer, a written permit specially authorizing such work.

No combined sidewalk and curb will be allowed. Sidewalks and curbing must be constructed separately.

Contractor shall never construct any step or offset in any sidewalk outside property lines, except under written instructions from the City Engineer.

Where such step or offset is likely to occur, the Contractor shall notify the City Engineer and await his instructions before proceeding with the work.

Whenever during the excavating for such work, the Contractor or party doing the work discovers a city monument or survey mark of whatever kind, he shall at once notify the City Engineer, and then await his instructions before proceeding with the work, at the same time using all possible caution to protect the monument or survey mark.

All driveways into private property or alleys must be paved from curb line to property line on such grades as may be furnished by the City Engineer, and under the same specifications governing walks except they shall be cross marked every four inches to prevent slipping.

Contractor shall begin work in all cases within seven (7) days after permit is issued, and shall prosecute the same continuously until the work is completed unless delayed by weather conditions or other causes deemed sufficient by the City Engineer. The period of seven (7) days may be extended for any time not exceeding thirty (30) days by written authority from the City Engineer.

Each day between eight A.M. and nine A.M., every Contractor shall notify the City Engineer of all work to be done by Contractor during such day; stating the character of such work and the location and permit number thereof.

The City Engineer shall be authorized to suspend any such work for any period whenever he may deem such suspension to be necessary for the good of the work or for the public interest; but no such suspension shall ordinarily extend longer than one week.

Contractor shall keep, place and dispose of all materials brought on the ground for such work as the City Engineer may direct, and shall immediately remove from the street and proximity to the work any materials rejected by the City Engineer; and shall be responsible for and protect all of said work and materials therefor, and shall turn over said work in a complete and perfect condition as hereby required.

The City Engineer shall be authorized to give all notices and instructions with reference to the work either to contractor or to his agent, or to any person in charge of the work on the ground.

Contractor shall give his personal attention to the work and shall employ only skillful and competent assistants and workmen all of whom, including contractor, shall obey the instructions given by the City Engineer or under his directions.

The decision of the City Engineer with reference to such work, and with reference to all materials, whether free or incorporated in the work, shall be fully binding on all parties at interest and such decisions shall in all cases be strictly in keeping with the provisions of this ordinance, but free from all bias and unfairness.

Contractors shall familiarize themselves with all the provisions of the ordinances governing such work, but if in any case, contractor be in doubt as to the true meaning of the specifications or requirements applying to the work, he shall before proceeding with the work request, receive and conform to suitable explanations or instructions of the City Engineer.

Contractor shall not in executing such work in any case make use of more than one third of the width of any street between the curb lines thereof.

Contractor shall not mix any concrete or cement materials on the surface of any paved street; but when such materials are mixed on such streets, shall use a tight platform, box or other <sup>secure</sup> ~~source~~ container.

Contractor shall not place or permit to be placed on any paved street any rock, gravel or sand for such work, unless the same be placed and wholly retained in a boxing of boards or other secure container.

#### CONCRETE CURBING.

Construction, repair or maintenance of curbing, shall be governed by the following specifications therefor, together with all "Miscellaneous Provisions" of the foregoing sidewalk specifications and other provisions thereof hereinafter referred to, to-wit:

#### SPECIFICATIONS FOR CURBING.

All work must be done in a first class, workmanlike manner, and set true to lines and grades given by or under the direction of the City Engineer; and all work and materials shall be subject to approval or rejection by the City Engineer.

#### DIMENSIONS

Concrete curbing shall extend at least eighteen (18") inches below the established

curb grade, and shall be not less than six (6") inches thick at the top with a straight or true perpendicular back, and a batter on the face or street side of the curb of two inches (2") to eighteen inches (18") in depth extending outward from top to bottom toward the street as per plan in City Engineer's Office; and all such work shall be cast in sections not less than eight feet nor more than ten feet in length, all sections being separated at ends with a three-sixteenths of an inch open joint. If reinforcement is used, it shall not extend across any joint, being cut through at ends of section. The City Engineer may change any of the above dimensions if in his judgment such change be warranted by existing conditions.

Unless otherwise ordered by the City Engineer, the radius at street corners shall be twelve (12') feet; and at alley corners shall be five feet (5'). All the returns for street and alley corners shall be fully protected with steel nosings to be approved by the City Engineer. At driveways the curb must curve with reserve curve from a point twelve inches (12") from the driveway to the driveway at gutter grade as shown on plan in the City Engineer's Office.

#### GRADING

The ground shall be excavated to the full proposed depth and in black ground at least two inches more than the proposed depth of curbing, and a firm base of gravel or crushed rock shall be thoroughly tamped in before curbing is built, provided so ordered by the engineer.

#### FORMS

Forms shall be built true to line and grade, of well seasoned timber, not less than two inches in thickness, or of metal. If timber is used, it shall be free from warps, knot holes or other serious defects. Before placing the mixture in the forms, they shall be thoroughly oiled with a heavy oil or grease when necessary to prevent the concrete sticking to the form. Templates shall be made of steel not less than three sixteenths of an inch ( $3/16$ ") in thickness and patterned to the exact size and shape of the curb. Templates shall be oiled the same as the forms and spaced in the forms to cut the curb into sections of not less than eight nor more than ten feet in length. After taking out the templates or making off the forms and before using again, they must be thoroughly cleaned off and re-oiled.

#### CORE:

The concrete shall be placed in the forms upon the prepared firm foundation and thoroughly tamped until all voids are filled, the back and front being thoroughly spaded all the way from top to bottom. The concrete base for all such work shall be so constructed as to admit of a top, face, surface coat or wearing surface as specified. The concrete shall consist of one (1) part cement, two (2) parts sand, and four (4) parts hard broken stone or gravel.

#### MATERIAL.

The material to be used shall be the same as those specified for sidewalks.

#### MIXING:

The mixing of the concrete shall be the same as specified for sidewalk.

#### WEARING SURFACE

On the top and face of all curbing, a wearing course of mortar not less than one-half inch ( $1/2$ ") in thickness shall be built. This wearing surface shall extend from the top of the curbing not less than nine (9) inches down. It may be placed on the curbing before the forms are removed, by spading back the core, or plastering inside the forms before the concrete is placed, or it may be added immediately after the removal of the forms as a plaster.

In the latter case, however, forms must be removed while the core is still green, so that the plaster face and top becomes a monolithic part to the curb with the core.

Mixture for the wearing surface shall be one part cement to one and one-half parts sand, or in lieu of sand, crushed trap rock screenings passing one-half ( $\frac{1}{2}$ ) inch revolving screen may be used. The materials shall be mixed dry and sufficient water added to give a plastice mortar just stiff enough to work well under the trowell.

After placing and floating the wearing surface, it shall be trowelled with the ordinary trowell or with a shoe made for the purpose. Care must be taken not to trowell the surface sufficiently to produce hair cracks and no trowell marks shall be left when the work is finished. The surface shall be protected from the action of the elements and all curb work must be barricaded in sufficient manner to prevent its being used by pedestrians or others until it has set. Any damage done to the work because of failure to thoroughly protect same will have to be made good by the contractor at his own expense.

#### WOODEN CURBING

On unpaved streets, where approved by the City Engineer, and special permit issued therefor, wooden curbing may be constructed according to the following specifications and the lines and grades as given, but such wooden curbing shall always be deemed to be temporary construction subject to concrete curbing being required at any time.

The posts must be either Bois d'Arc, cedar or all heart pine, and must be straight and sound; the smallest end to be not less than four inches (4") in diameter; and east post must have a face sawed to receive the curbing boards, and in the finished curbing each post must be not less than two (2') feet in length.

Posts must be set on the inside or property side of the curbing, and must have a batter of one and one-half inches ( $1\frac{1}{2}$ ") to the foot extending outward from top to bottom toward the street. The earth about all posts must be thoroughly rammed so that they will resist a heavy blow without shaking or becoming loose.

The posts must be not more than six (6') feet apart from centre to centre, and must be sawed straight on top and on a level with the grade of the wooden curbing.

All curbing boards must be 2 x 12, all heart pine or cypress timber; the boards to be sawed true and of commercial size, free from defects that will impair the strength and durability. The boards must be well secured to each post near the top and near the bottom of the board with bolts at least five-sixteenths inch ( $\frac{5}{16}$ ") in diameter. All joints of the boards to be cut straight, and at each joint where two boards meet, the same shall be fastened with bolts so that at each joint there will be four (4) bolts. Said bolts shall be placed with heads out toward the street and shall have two inch washers at both head and nut and all nuts shall be set tight and secure. The larger posts shall be used at such joints.

The top line of the curbing must be a perfectly straight line, true to the stakes as given by the City Engineer.

(For miscellaneous provisions see Sidewalk Specifications)

#### CONCRETE CURB AND GUTTER.

Construction, repair or maintenance of curbing and gutter shall be governed by the following specifications therefor, together with all "Miscellaneous Provisions" of the foregoing sidewalk specifications and other provisions thereof hereinafter referred to, to-wit:  
SPECIFICATIONS FOR CURB AND GUTTER.

All work must be done in a first class, workmanlike manner, and set true to lines and grades given by or under the direction of the City Engineer; and all work and materials shall be subject to approval or rejection by the City Engineer.

DIMENSIONS.

Combined concrete curb and gutter shall consist of curbing six (6") inches in thickness at the top with two (2") inch batter to the foot on the front or face, to be thirteen (13") inches deep combined with a gutter six (6") inches in thickness and eighteen (18) inches wide, as per plan in City Engineer's Office and all such work shall be cast in sections not less than eight feet nor more than ten feet in length, all sections being separated at ends with a three-sixteenths of an inch open joint. The curb face is combined curb and gutter shall be seven inches in height.

Concrete gutter when constructed separate from curbing shall be six (6") inches thick and eighteen (18") inches wide; the base to be five (5") inches thick, and the top or wearing surface one (1") inch thick.

The City Engineer may change any of the above dimensions if in his judgment such change be warranted by existing conditions.

GRADING, FORMS, CORE and MATERIAL.

shall be as specified for concrete curbing and core mixture shall be made in same manner.

WEARING SURFACE.

Surface mixture one (1") inch in thickness in the gutter and one-half inch ( $\frac{1}{2}$ ") inch on top and face of the curb shall be spread to provide the surface for the curb and gutter. This surface coat shall be the same mixture as provided for curing and may be surfaced with trowel or shoe provided for the purpose. It shall then be troweled with the ordinary trowel or with a shoe made for the purpose. Care must be used not to trowel the surface sufficiently to produce hair cracks and no trowel marks shall be left when the work is finished. The surface shall be protected from the action of the elements and all work must be barricaded in sufficient manner to prevent its being used by pedestrians or others until it has set. Any damage done to work because of failure to thoroughly protect the same, will have to be made good by the contractor at his own expense.

(B) That said ordinance of August 10th, 1914, shall be and the same is hereby amended by adding thereto, in place of Section Two hereby repealed, the following provisions hereafter to be known as such Section Two, to-wit:

"Section Two. LICENSE, BOND, & C.- (A) General Provisions.

It shall be unlawful for any person, persons, firm or corporation, undertaking or doing any work of constructing sidewalks, curbing or gutters hereinafter intended and referred to by the word "Contractor", to make any excavation or commence or prosecute any such work in any part of any public street, or other public place in this City, unless and until such Contractor shall theretofore apply for and obtain the license and give the bond, and obtain the permit specially authorizing such work, together with the lines, grades and specifications therefor, all as herein required; and also unless such license, bond and permit shall remain unsuspended and in effect at the time when excavation or construction for such work is in good faith actually commenced or prosecuted on the ground.

(b) The License.

Every Contractor desiring to engage in the business or occupation of constructing sidewalks, curbing or gutters, in public streets or other public places shall make, sign and file with the City Clerk an application in writing, requesting the issuance of a license by the City to such Contractor authorizing Contractor to engage in said business or occupation. Each such application shall state the full name of the applicant and of each person expected to manage or superintend the performance of such work for applicant, and shall also state the names of each person owning or holding any financial interest or share or

shares of stock in any firm or corporation applying for such license; and for each person so required to be mentioned, said application shall also state the experience of such person in such construction work; stating when, how and where and during what periods such experience was gained; and shall also state whether or not the applicant has duly conformed to all requirements of the City as to all such work therefore done by applicant in the City of San Antonio, and if not, why not. Each such application shall, before being so filed be presented by the applicant to the City Engineer who shall be authorized to approve the same by his signature, or to withhold such approval in the event he be of opinion that sufficient reasons exist why such application should not be granted. If such application shall have been approved by the City Engineer, the City Clerk shall refer the same, together with the bond for such application, to the Commissioner of Taxation, who shall, if he find such bond to be sufficient, approve the same, and upon payment by applicant of the required license fee, shall issue to applicant a written license for the ensuing year, or for the period of one year from and after the date of any expiring license; but if such application so filed with the City Clerk shall not have been approved by the City Engineer, then said City Clerk shall, if so requested by applicant, present such license to the Commissioners at the next meeting thereafter, and the Commissioners shall thereupon fix the date for a hearing of said matter and cause due notice thereof to be given to applicant, and upon such hearing being had the Commissioners may either reject such application or may grant the same on such conditions as they may order. For each such license issued, the Commissioner of Taxation shall collect and receive for the use of the City, a license of Ten (10.00) Dollars. Such license shall not be transferable; and it shall not be lawful for any such contractor to sublet any such work or any part thereof without the written consent of the City Engineer, and then only to some other duly licensed contractor. Any false or misleading statement made in any such application shall be sufficient grounds authorizing the City Engineer to suspend any license granted thereon. And each and every person, firm or corporation making such application, or receiving such license, shall be held to have agreed to perform, observe and comply with all the terms, stipulations, conditions and provisions of the ordinances of the City regulating such work, which shall be and become a part of each and every contract or agreement for such work which may be hereafter made or entered into by and between any such contractor and any property owner or property owners.

(c). The Bond. The bond which shall be filed with said application shall be a good and sufficient bond, executed by Contractor and two or more sureties or by a good bonding Company, which bond shall be approved by said Commissioner of Taxation as to form and sufficiency and shall be in the sum of not less than Two Thousand (\$2,000.00) Dollars; and said bond shall be conditioned, among other things, that contractor shall and will well and faithfully, at his own cost and expense furnish all proper materials, tools and appliances, and perform, execute, construct and complete all such work undertaken by contractor, and observe and comply with the specifications, requirements and provisions contained or provided for in the ordinances of the City of San Antonio in effect when such work is undertaken by contractor; and whenever the City Engineer may declare in writing that contractor has failed or refused to construct and complete any such work in conformity with said obligation of contractor, then and thereupon, either the City or any contracting property owner injured on such contract may sue and recover his damages on such bond. Each such bond shall continue in effect for and during the maintenance period of two (2) years as hereinafter provided, as to all work constructed or commenced in good faith on the ground during the period of the license in connection with which such bond may be given; provided however that on written notice to the City Engineer and the contractor, any surety on such bond may withdraw from all liability

thereon on account of any and all further work undertaken by contractor for which excavation or construction was not in good faith actually begun on the ground before the delivery of such notice; and after receipt of any such notice contractor shall not begin, as aforesaid, any new work unless and until contractor shall provide and procure the approval of a new bond in the same manner as required for said first bond; and for any work commenced in violation of these provisions contractor shall not be entitled to collect any pay. And in any question as to when any work was actually begun, as aforesaid, the decision of the City Engineer shall be conclusive on Contractor and the sureties on all such bonds. And in case the City Engineer shall be of opinion at any time and on any reasonable grounds that the solvency of or financial responsibility on any bond of any contractor is or may be insufficient or materially reduced by actual or possible claims, then said City Engineer may make written demand on Contractor for any additional bond, which shall be of corresponding amount, form and sufficiency; and thereupon Contractor shall immediately furnish such additional bond; and the previous bond shall not be held to cover any work not actually begun as aforesaid, before the date of such new bond, but all work begun after such date shall be covered by such new bond.

(d) Care to Avoid Accidents - City Indemnified.

. At all times and periods during which any work under this contract is being performed and until such work is completed and accepted Contractor shall place and maintain all necessary and proper barriers and other safe-guards, including watchmen, if necessary, upon and around the work for the prevention of accidents, and at night shall place, maintain and keep suitable and sufficient lights; and Contractor shall and will indemnify and save harmless the City from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any injury or alleged injury to any person or property, resulting or alleged to result from or to be occasioned by any act, negligence, carelessness or want of skill in connection with or in the conduct of any of said work or in guarding same, or from any improper methods, tools, implements or materials used in its prosecution, or by or on account of any alleged act or omission whatever of Contractor or his agent, employees or servants, or of any assignee or sub-contractor or his agents, employees or servants; and Contractor and his bondsmen shall well and truly make payment of any and all sums so recovered against the City in any suit or suits on account of such injuries, to which the City may be made a party, together with all such costs, damages and expenses as may be suffered by the City, all in such manner as to save the City whole and harmless from all such actions or claims.

(c) Suspension of - Licenses, Permits, &c.

In the event any contractor shall fail or refuse to conform to the ordinance of the City governing such work, or fail or refuse to obey the instructions of the City Engineer thereunder, or fail or refuse to comply with any provision, of any contract made by such contractor consistent with such ordinances, or in the event any Contractor shall fail or refuse to provide any additional bond when so required as herein provided, then said City Engineer shall be authorized by written notice to Contractor to suspend the license of such Contractor, cancel all unexecuted permits issued to Contractor, and stop all such work being done by him, and to withhold from him all further permits for such work, until any or all incomplete or defective work of Contractor, or other objection, shall be fully and completely remedied by Contractor, and such suspension set aside by written notice from the City Engineer delivered to Contractor; and in case such failure or refusal by contractor be in the opinion of the City Engineer wilful or persistent, the City Engineer may decline to set aside such suspension; and contractor shall in such case, if he desires to have such

suspension set aside, petition the Commissioners therefor, who shall determine said matter after due notice and hearing.

(f) Control of City - Remedy for Incomplete or Defective Work.

All such work in the streets and public places of this city is hereby declared to be wholly subject to the exclusive control of the City; and whenever in the opinion of the City Engineer any such work shall not have been duly completed within a reasonable time, or shall have been executed in a defective manner, whether because of bad workmanship or materials, or because not true to the lines or grades or specifications therefor given to him by the City Engineer, then upon written demand or notice from the City Engineer, contractor shall promptly remedy, complete or remove and reconstruct such incomplete or defective work all as the City Engineer may require; and these provisions shall also comprehend and apply to all repair and maintenance work; and in case contractor shall fail or refuse so to do within a reasonable time to be specified by the City Engineer, then, if the Commissioners shall so order, such work shall be completed or corrected or removed and wholly or partially reconstructed by the City or at its instance in such manner as in the opinion of the City Engineer may be necessary to make same as good as originally required; and such work may be done by contract or otherwise under the ordinances of the City and the direction of the City Engineer, all as may be provided by the Commissioners; and the contractor shall on completion of such work, and according to the certified bill of the cost thereof to be prepared by the City Engineer, pay to the City, or its order, the cost of such work; for all of which the sureties on contractor's bond shall be liable as such sureties; provided however, that in case the Commissioners shall fail or refuse to cause such work to be corrected or completed as aforesaid, then the property owner may proceed in like manner, but without order of the Commissioners, and contractor and his sureties shall be liable for and pay to the property owner or his order the cost of such work as shown by a like certified bill.

(g) Cuts, Excavations, &c.

It shall be unlawful for any person, firm or corporation including also all public utility corporations operating in this City, to make or cause to be made any cut or excavation in or under any sidewalk, curbing or gutter in any street or public place in this City, or any repairs in connection therewith, unless such person, firm or corporation be duly licensed hereunder and hold a permit issued by the City Engineer authorizing such work, and unless such cut or excavation be promptly repaired and put in condition at least as sound, presentable and secure as before; all of which work and other conditions in connection with such work, as in this ordinance provided, shall be done and performed by such licensee, and shall be secured by the bond to be given by such licensee.

(h) Guaranty and Maintenance.

The Contractor shall be bound and obligated that he shall and will construct all such work, and use such materials in the Construction thereof, so that the same shall be and remain for and during a period of not less than two years from and after the date when permit was issued by the City for the construction of such work, in good, sound, smooth and serviceable condition and free from all cracks, breaks, disintegration, undue wear, scaling or departures from true line or grade, or other defects which might impair the permanence or usefulness of such work; provided however, that such cracks as may appear in expansion joints, or cuts between blocks, shall not be deemed to be defects unless in the opinion of the City Engineer such cracks are excessive in opening or deflection of surface; and in case any defects develop during such period which in the opinion of the City Engineer are due in any measure to defects of workmanship or material, contractor shall remedy, repair or reconstruct such work, or any part thereof, all as may be required by the City Engineer; and such work shall be known

as maintenance or repair work and the sureties or contractor's bond shall be fully liable for any default of contractor under these provisions.

(i) City Engineer.

The office of City Engineer is hereby recognized as already existing and further hereby created and established, as an office of the City of San Antonio; and said City Engineer, acting personally or through any assistant under his direction, shall be and is hereby authorized to perform on behalf of said City the various duties and functions prescribed and assigned to him by this and other ordinances of this City relating to the construction of sidewalks, curbing and gutters.

(j) Permits.

Before any such work shall be commenced or any materials therefor placed on the ground by or for any contractor, the contractor shall make, sign and file with the City Engineer, a written application for a permit authorizing such work, which application shall be in such form as may be required by the City Engineer, and thereupon the City Engineer, subject to the provisions of the ordinances of the City, and upon payment of the permit fee, shall issue to such contractor, a signed permit in writing which among other things, shall be date, name the contractor and property owner, and contain a receipt for the permit fees, and describe the character and location of the work, and authorize the same to be executed as herein provided. All permits shall be and shall have printed large thereon the words, "GOOD ONLY IF THE WORK BE COMMENCED WITHIN SEVEN WORKING DAYS AFTER DATE HEREOF, AND THEREAFTER CONTINUOUSLY PROSECUTED. Further time will be allowed only if an extension of time be endorsed hereon by the City Engineer". And no work shall be done under any permit except as so stated, but if same be allowed to expire, contractor shall apply for and procure a new permit, paying fees therefor as before, before proceeding with any such work. The fee payable for each such permit shall be for sidewalks one-half ( $\frac{1}{2}\phi$ ) cent per square foot, for curbing one-half ( $\frac{1}{2}\phi$ ) cent per running foot, and for gutters one-half ( $\frac{1}{2}\phi$ ) cent per running foot and for combined curb and gutter one ( $1\phi$ ) cent per running foot; in case based on the work authorized; and such fee in each case shall be paid to the City Engineer upon issuance of permit. And the City Engineer shall keep, or cause to be kept, as a record of his office, a copy of each such permit and receipt issued.

(k) City Contracts.

The provisions of this ordinance, other than the specifications herein contained, shall not apply to any work done under contract with the City authorized by ordinance, except to the extent which may be by such ordinance specified.

(C.) That Section Three of said ordinance of August 10, 1914, shall be and the same is hereby amended so as hereafter to read as follows:-

"Section Three. That whenever the Commissioners shall find a public necessity for laying any sidewalk, sidewalks, or curbing on any public street or place along, in front of, or abutting on, any private property in this City, and shall pass an ordinance ordering the construction of a sidewalk, sidewalks or curbing as aforesaid, specifying the extent of such sidewalk or curbing required and naming the street or public place along which same is ordered to be constructed, with a general description of each such parcel of abutting property sufficient to identify the same and the name of the owner or owners of the same if known, then and thereupon it shall be and become the duty of each owner, or of the owners, of such abutting property forthwith to lay and construct, or cause to be laid and constructed, such sidewalk, sidewalks or curbing as so ordered and of the character hereby required; provided however it shall not be necessary for said Commissioners expressly to declare such public necessity in each successive case, but same shall be presumed to have been found and

declared whenever the laying of such sidewalks or curbing is ordered; and provided further that if any such owner or owners be unknown to said Commissioners it shall be sufficient so to state in said Ordinance; and provided further that each such order and notice for the construction of any such sidewalk, curbing or repairs for property situated at the intersection of any two streets or public places shall be deemed to include the construction of such sidewalk, curbing or repairs along the property mentioned and extending to the curb line of such street or public place; and if any such property have an unpaved alley abutting on the same and intersecting such street or public place, such sidewalk along such street or public place on either side of such alley shall be extended and maintained by the owner or owners of each such parcel of property abutting on such alley, -without special order or notice therefor one-half of the distance across such alley at such grade, not higher than such sidewalk, as may be fixed and determined by the City Engineer".

(D.) That Section Six of said Ordinance of August 10, 1914, shall be and the same is hereby amended so as hereafter to read as follows:

"Section Six. Upon the passage of such ordinance, and upon request made in writing by any such owner or owners or any contractor, it shall be the duty of the City Engineer promptly to indicate on the ground the lines and grades for any such sidewalks or curbing. All such sidewalks shall be at least four (4) feet in width, unless in such ordinance otherwise specified; and when sidewalk and curbing are contiguous all such sidewalks including curbing and expansion joint shall be not less than four (4) feet seven (7) inches in aggregate width. And when the outside line of such sidewalk shall be one foot or less distant from the inside line of such curbing, such sidewalk grade shall be not more than one-half ( $\frac{1}{2}$ " ) inch higher than the curb grade. Metal reinforcements over basements, gratings, glass supported by such frames for lighting basements, coal chutes with metal frames, tiling surface work and other safe, sound and proper special features or appurtenances of sidewalks or curbing may be used if written specifications therefor be first submitted to the City Engineer by the owners of the abutting property, and if said City Engineer grant permission in writing to use the same."

(E.) That section Thirteen of said ordinance of August 10, 1914 shall be and the same is hereby amended so as hereafter to read as follows:-

"Section Thirteen. Any contractor, property owner or other person who shall violate this ordinance or who shall fail or refuse to observe or comply with any requirement or provision of this ordinance, shall be guilty of a misdemeanor and upon conviction thereof, shall be fined in the sum not less than Five (\$5.00) Dollars nor more than Two Hundred (\$200.00) Dollars; and each day during which such person shall continue so to fail or refuse shall constitute a separate and distinct offence.

(F.) That Section Fifteen of said ordinance of August 10, 1914, shall be and the same is hereby amended so as hereafter to read as follows:-

"Section Fifteen. In the event any part of provision of this ordinance shall be found to be in conflict with any law of the State, or to be for any reason void or unenforceable, such defect shall extend only in so far as to avoid such conflict or other objection, and shall not invalidate any other provision or any other and lawful application of the same provision of this ordinance. In applying this ordinance, the singular number shall be deemed to include the plural; the masculine gender, the feminine or neuter; and the word person shall be deemed to include person, firm or corporation; and all remedies, procedure and provisions herein provided shall be cumulative of each other".

(g) All ordinances or parts of ordinances in conflict herewith shall be and the same are in so far repealed.

PASSED AND APPROVED this 18 day of September A.D. 1916.

Clinton G. Brown  
Mayor of San Antonio.

ATTEST:

Fred Fries  
CITY CLERK.

AFFIDAVIT OF PUBLISHER.

THE STATE OF TEXAS, |  
County of Bexar |  
CITY OF SAN ANTONIO. |

Before me, the undersigned authority, on this day personally appeared Charles S. Duke, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio 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: Sept. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 1916

Sworn to and subscribed before me this September 29, 1916

Fred Fries  
CITY CLERK.

## AN ORDINANCE OF-33

Granting to the San Antonio Belt and Terminal Railway Company the right to construct maintain and operate a double track, standard guage railroad, including the necessary turn-outs, side tracká, switches and telephone and telegraph lines, over and across the San Antonio River, Roosevelt Avenue, Hunstock Avenue, South Presa Street, Plum Street, Hackberry Street, Olive Street, Pine Street, Maryland Avenue, Palmetto Avenue, Skinner Avenue, New Braubfels Avenue, Washington Avenue, Gevers Street, Mittman Street, South Walters Street, Adele Street, Westfalls Avenue, Concepcion Avenue, K Street, Ogden Avenue, J Street, I Street, and H Street, all in the City of San Antonio and prescribing the term, consideration and conditions of and for such grant.

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

WHEREAS heretofore, to-wit, on May 13, 1915, a certain ordinance of the City of San Antonio was passed by the Commissioners and approved by the Mayor of this City whwreby certain rights and privileges were granted to the San Antonio Belt and Terminal Railway Company, authorizing the construction, maintenance and operation of double track, standard guage railroad, and prescribing certain conditions and stipulations in connection therewith, said ordinance being entitled:

"AN ORDINANCE closing and vacating a certain part of Lachapelle Street and other streets of the City of San Antonio and granting the San Antonio Belt and Terminal Railway Company the right to construct, maintain and operate a double track, standard guage railroad, including the necessary turn-outs, side-tracks, switches and telephone and telegraph lines, on and over the portions of such streets so vacated, and the further right to construct, maintain and operate a double track, standrd guage railroad, including the necessary turn-outs, side-tracká, switches and telephone and telegraph lines, over and across Probandt Street, Applewhite Street, South Flores Street, Nogalitos Street, Cevallos Street, Herff Street, and other streets between said Herff Street and the South line of Dolorosa Street, and also the right to construct, maintain and operate a spur track across Furnish Avenue, all in the City of San Antonio, and prescribing the term, consideration and conditons of and for such grant;" and

WHEREAS said San Antonio Belt and Terminal Railway Company, being a corporation organized under the laws of the State of Texas, now requests an extension its right of way, and the privilege and franchise, to co nstruct, maintain and operate a standard guage, double track railroad, extending from the southern terminus of said previous franchise to the eastern City limits, all as hereinafter defined; and

WHEREAS the Commissioners are of the opinion that the public interests will be beneficially served by the construction, maintenance and operation of said extension of said railroad; and

WHEREAS the Commissioners deem it imperative, in connection with said extension of right of way and the grant of the rights and privileges requested by said Railway Company, to require from said Railway Company, its successors, assigns and others, the performance of certain acts and things, and the observance of certain conditions and stipulations in order to preserve the Streets of the City in proper condition for public use, and in various other ways to protect and promote the interests of the City and persons owning property therein; all as herein provided;

NOW THEREFORE

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

Section One. That the San Antonio Belt and Terminal Railway Company be, and it is hereby granted, subject to the provisions of Section Two hereof, for a period

of twenty five (25) years, the right, privilege and franchise to construct, maintain and operate a double track, standard guage railroad, crossing the San Antonio River and the following named Streets of said City, but not traversing any of said streets longitudinally; said railway to be along the following described line, to-wit:

Beginning at a point West of the San Antonio River on property owned by the San Antonio Belt and Terminal Railway Company and known as "Yoakum Bend", at the east line of Probandt Street and about eighteen feet (18) North of the North line of the Galveston, Harrisburg and San Antonio Railway Company, thence in a general easterly direction, crossing the San Antonio River, Roosevelt Avenue, Hunstock Avenue, South Presa Street and Plum Street; and thence continuing in an easterly direction on the south side of West Falls Avenue and about parallel thereto, and between said West Falls Avenue and the next East and West Streets to the South thereof, crossing Hackberry Street, Olive Street, Pine Street, Maryland Avenue, Palmetto Avenue, Skinner Avenue, New Braunsfels Avenue, Washington Avenue, Gevers Street, Mittman Street, South Walters Street and Adele Street; thence following in a four degree curve to the left beginning at a point fifty (50) feet south of the south line of West Falls Avenue, near its intersection with Adele Street, to a point between Ogden Avenue and K Street; thence in a northeasterly direction fifty (50) feet from and parallel to the southeast line of Grace Avenue crossing Ogden Avenue, J Street and I Street to a point at the intersection of H. Street and the east line of the City limits; the same being a total distance of two and seven-tenths (2.7) miles;

Together with the privilege of constructing, maintaining and operating in connection with said railroad the necessary turn outs, side tracks and switches; and a telegraph and telephone line with the necessary fixtures; and other work herein required or provided for; provided however that this ordinance shall not have the effect of authorizing any turn outs, side tracks or switches across any public street except by consent of the governing body of the City granted by ordinance.

Section Two. That the rights, privileges and franchises herein granted shall be and are subject to the following conditions and stipulations, the agreement to which as the contract and covenant of said San Antonio Belt and Terminal Railway Company is the consideration of, and condition precedent to, the granting of said rights, privileges and franchises by the City; said conditions and stipulations being as follows, to-wit:

(a) The said railroad and its tracks, turn-outs, side tracks, switches and crossings shall be constructed, and at all times maintained, to conform to grade lines given or approved by the City Engineer. Where the tracks cross any street, alley or other property dedicated to public use, proper crossings and approaches thereto shall be provided, constructed and maintained by said Railway Company so as to avoid unnecessarily impairing the usefulness of such street, alley or other public place. All poles and fixtures for said telegraph and telephone lines shall be so constructed, installed and maintained as to interfere as little as practicable with the use of the streets, alleys or other public places by the public; and the said Railway Company shall remove or change such poles or fixtures from time to time if the Commissioners of the City shall so direct; and where the use of poles is or may be prohibited by the City, said Railway Company shall place its telegraph and telephone wires underground.

(b) The Railway Company shall construct and maintain its roadbed, tracks, switches, turn-outs and other appurtenances 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 or appurtenances, or private connections therewith, and in such

manner as to permit the full and proper use and service of the same; and should it become necessary or desirable at any time to change or alter any such structures or work in any respect, because of the construction or operation of said railroad or any condition created thereby, such changes or alterations as may be necessary shall be made at the cost and expense of the Railway Company, but no such <sup>change</sup> alteration shall be made by the Railway Company without its first obtaining the consent of the owner of the structure, or an order from the Commissioners of the City.

(c) The City reserves the right hereafter to construct and maintain or, to authorize the construction <sup>and</sup> maintenance, in any of the streets or other public places herein mentioned, all sanitary sewers, storm sewers, 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 said City or such other person shall have the right of reasonable ingress and egress at all times necessary for the construction, maintenance, inspection or repair of the same.

(d) Said Railway Company shall in so far as practicable promptly restore all of said streets and other public places to a condition at least as sound and serviceable as before the construction of said railroad or its appurtenances. From the City limits to Skinner Avenue said railroad is to be depressed and shall cross under all streets; the crossing over at Skinner Avenue shall be a grade crossing; from Skinner Avenue to what would be Mesquite if the same were extended across and South of West Falls Avenue, said railroad to be elevated and cross over all streets and alleys on steel and concrete structures; provided however that such depressed and elevated crossings, and the grade established therefor, are herein provided for at the instance of said railroad company,

All elevated portions of said railway shall be of steel and concrete substantially constructed, and well guarded and maintained; and for all said depressed crossings, and also for any streets which may be hereafter laid out crossing over said railroad, said railroad shall at its own cost and expense construct and maintain substantial steel and concrete structures to the full width of such streets for carrying such streets over said railroad which shall be well guarded and of sufficient strength to support all lawful traffic on such streets; and all elevated or depressed crossings shall have permanent concrete walls or abutments, with wing walls, ~~XXXXXXXXXXXX~~ constructed to leave all streets and sidewalks of full width and so as to retain securely all earth embankments of such railroad or the earth supporting such streets as the case may be; and at said grade crossings on Skinner Avenue, and on all other streets where crossings are at grade, said railroad company shall also at its own cost and expense construct and maintain such suitable and proper facilities for accommodating and protecting the traffic of such streets as the City may at any time lawfully require. And whenever the Commissioners of the City shall order the construction or reconstruction of permanent paving or other street improvements on any street or public place across which any rails or tracks of said railroad may pass, said railroad company shall pay its lawful part of the cost of the construction or reconstruction of said street improvements and the cost of the maintenance of said part thereafter. All work and structures for carrying said railroad over streets or public places, or for carrying streets over said railroad shall be constructed and maintained according to plans and specifications to be submitted by said Railway Company and approved by the City Engineer; and no piers to support said railroad where the same is elevated above any street shall be placed between the curb lines of such street.

(e) Said Railway Company shall conduct all of said work so as to leave and keep

open for public use, in so far as practicable, the several public streets or public places affected by such work; and shall proceed with each part of the work continuously and diligently until the completion thereof; and shall not at the same time close or make impracticable for public use, any three North and South streets having no passable intervening street; and no work shall be commenced on, over or under any of said streets until written notice has been first given to the Mayor three days in advance, stating the date when work will be begun on such street.

(f) The location of all of the excavations, tracks and other work in the aforesaid streets, alleys and other public places shall, before the beginning of such work be submitted to and approved by the City Engineer; and no changes, alterations or extensions of any lines or grades as originally established shall be made at any time thereafter unless authorized or required by ordinance of the Commissioners of the City; and all such changes, alterations or extensions authorized, required or installed after the original construction of said railroad, shall be governed by all the regulations, requirements and provisions of this ordinance, unless by ordinance expressly otherwise provided; and all other ordinances which may be passed by the Commissioners of the City on or after this date for any purpose connected with said extension of said railroad shall, unless otherwise therein expressly provided, be deemed to refer to and include all of the regulations, requirements and provisions of this ordinance. Changes or alterations in any part of said trackage or appurtenances of said Railway Company, located in streets or public places, including changes in grade, shall be promptly made by the Railway Company whenever the Commissioners of the City may find same necessary and order them made by valid ordinance or ordinances.

(g) The Railway Company shall from time to time, as may be required by proper ordinance or resolution of the Commissioners, provide and maintain such gates, lights, signals, watchmen, and other safety devices or measures at places where its tracks cross or pass under or over any streets, alleys or other public places, as may be reasonably necessary to protect the public in their use of any such street, alley or other public place; and shall immediately install and maintain gates or watchmen, or both, at the crossings at Presa Street and at Roosevelt Avenue, all as may be directed by the Commissioners.

(h) Said Railway Company shall construct and maintain suitable gutters, culverts, drains or storm water sewers, for making proper disposition of all the storm water falling on any part of its right of way or any excavation made for the purposes of said railroad, or running or draining into the same from higher ground; so as to prevent such water from accumulating or remaining on said right of way or any street crossed by said railroad; and especially so as to prevent such water from accumulating and remaining, or causing any nuisance, along that part of said railroad where the same is depressed below the surface of the ground; and so as to avoid diverting such water in such manner as to cause same to pass in any enhanced or unnatural volume upon any street or private property.

(i) Said Railway Company shall keep and maintain its right of way and the sides of all its embankments and cuts in a neat and well trimmed condition, and shall keep the same free from weeds, brush, litter, wreckage and debris; and whenever residences shall now or hereafter exist in the proximity of any part of said railroad which is carried on embankments or in shallow cuts, said right of way and the sides of such embankments or cuts shall be parked, or grass or garden plots shall be main-

-tained thereon, and suitable measures shall be provided to prevent unnecessary smoke, dust, cinders and noise resulting from the operation of trains on said railroad; all in such manner as to provide a safe, sanitary and attractive railroad approach into said City; and said Railway Company shall construct fences between all its property lines and its tracks, which fences shall be of such character and specifications as may have the approval of the Commissioner of Parks and Public Property.

(j) Said Railway Company shall begin the construction of the part of said railroad herein referred to within six months from the date hereof, and shall diligently prosecute each part of the work after beginning same so that the public shall not be unnecessarily deprived of, or inconvenienced in, the use of the public streets crossed by said railroad, whether at grade or over or under the same; and so as to complete the construction of said railroad, and all its appurtenances and improvements as hereby required or provided, within the period of eighteen months from and after the date of the passage of this ordinance.

(k) Said Railway Company shall indemnify and hold harmless the City of San Antonio and its successors from and against any and all liability, cost, expense, claims and suits of whatsoever character, arising or which may arise out of the construction, maintenance or operation of said railroad and its appurtenances, or any other work or construction hereby authorized or required, and said railway Company shall well and truly pay to or on behalf of said City all costs, damages and expenses which said City may reasonably incur or to be adjudged to pay at any time by reason of any such claim, injury or suit, or alleged injury of or damage to any person or any property, real or personal, resulting or alleged to result from or to be in any manner or to any extent occasioned by or incident to the construction, operation or maintenance of said Railway or any of said work or appurtenances.

(l) Said Railway Company shall well and truly pay and satisfy any and all damages, which may be awarded by final judgement in any court of competent jurisdiction, to owners of any private property situated along or near the line of such railroad as herein described, arising or alleged to arise out of the construction, maintenance or operation, or proposed maintenance and operation, of said railroad or any of its appurtenances or any work herein authorized or required; and this obligation shall extend to and become binding on the Missouri, Kansas & Texas Railway Company of Texas, and C.E. Schaff as Receiver thereof, as lessees of said San Antonio Belt and Terminal Railway Company, as herein provided, and all successors, receivers, trustees, lessees or other persons or corporations who may at any time have, acquire or assert any right, title or interest, under said Railway Company, or in to or under the privileges or franchise herein granted; it being expressly understood and agreed that said City consents to such uses of said public streets on the condition that the lawful claims, if any, of owners of property damaged as aforesaid shall not be in any manner postponed or made subject to the claims of any other person, persons or corporation whomsoever; and all rights granted to and improvements made by said Railway Company as authorized or required by this ordinance shall when effected on the ground become fully subject to this condition.

(m) Notwithstanding anything herein contained and except to the extent of the rights necessarily vested in said Railway Company by reason of the grant of said franchise rights as herein made, said City shall have and retain at all times, in addition to the contractual rights and powers herein given, all rights and powers of regulation which said City is now or may hereafter be authorized to exercise by or under any provision of its

charter or any law of this state; and said Commissioners of the City, or any other body or tribunal vested with lawful jurisdiction in the premises, shall at all times hereafter have full right and power further to regulate, to the extent of the laws then in force, the use and enjoyment of said franchise and all rights and things appertaining thereto; and no such rights or powers of said Commissioners of the City or other body or tribunal shall be held to have been waived or abridged by reason of the passage of this ordinance, or by any consent of said City to the use of said streets as aforesaid, or by any specification of particular requirements made in this ordinance; and should any of the conditions or stipulations in this section of this ordinance contained, or any requirements made thereunder, be for any reason held to be unenforceable in any particular ~~requirements made in this ordinance; and should any of the conditions or stipulations in this section of this ordinance contained, or any requirements made~~ thereunder, be for any reason held to be unenforceable in any particular, such defect shall not effect any other provision of this section, or any other and lawful application of or requirement under the same provision; and all rights and remedies of the City pertinent to all matters mentioned in this ordinance, whether afforded by law or by contract shall be held to be cumulative.

(n) The right of operation herein granted shall enure to the benefit of any railroad company that the San Antonio Belt and Terminal Railway Company may permit to operate engines, trains or cars over the said railroad; but any and all railroad companies so operating under any permit so granted by said San Antonio Belt and Terminal Railway Company shall hold and exercise all such rights, subject to all the conditions, provisions and stipulations herein contained and to all rights and regulation by said City as herein reserved.

(o) All the provisions of this ordinance, whether or not therein expressly so provided, shall extend to and become obligatory on any and all persons or corporations to whom said franchise and rights or any part thereof or interest therein, may be in any manner assigned or otherwise in any manner transferred or vested; but no transfer or assignment of said privileges, franchise or extension shall ever be made except as provided in the charter of said City; and any repudiation whether by said Railway Company or any successor, lessee, receiver, trustee or other transferee of said franchise rights, of any stipulation, requirement or undertaking herein lawfully made, or any unreasonable failure or refusal to comply promptly therewith, shall work a forfeiture of said franchise and all rights hereunder, and shall also authorize the Commissioners of said City to repeal this ordinance at any time whereupon all rights thereunder shall cease and determine.

(p) Within ninety (90) days after the final reading and passage of this ordinance by the Commissioners of the City, and before any rights hereunder shall vest in said Railway Company, and before this ordinance shall evidence any consent of this City to the use of its streets or public places as herein provided, the Board of Directors of said San Antonio Belt and Terminal Railway Company shall duly pass a resolution authorizing its president to accept said privileges and franchise and to agree and obligate said Railway Company, and its successors and assigns, if any, as its and their contract, to the conditions and stipulations herein set forth, and upon the form hereunto attached; and the President of said Railway Company shall thereupon file with the City Clerk a copy of said resolution duly certified and in form satisfactory to the Mayor; and the President and Secretary of Said Railway Company shall also thereupon lawfully

execute, acknowledge and affix the corporate seal of said Railway Company to the acceptance and covenant hereto attached. And also within ninety days, and before said rights shall become vested or said consent of the City become effective as aforesaid, the Missouri, Kansas & Texas Railroad Company of Texas, and C.E.Schaff, as Receiver thereof, Lessees of said San Antonio Belt and Terminal Railway, after being first duly and fully authorized by resolution of the Board of Directors of said Missouri, Kansas & Texas Railway Company of Texas, and also by a sufficient and valid order of the Court or Judge having jurisdiction and control over the Receivership heretofore ordered and now existing for said Missouri, Kansas and Texas Railway Company of Texas, shall be a good and valid contract, duly executed, bind and obligated said Missouri, Kansas and Texas Railway Company of Texas and said C.E. Schaff, Receiver as aforesaid to perform, observe and comply with all the conditions stipulations and provisions of the foregoing ordinance, and in particular to comply with Paragraph L of section 2 of said ordinance assuming and guaranteeing the payment as undertaken by said San Antonio Belt and Terminal Railway of all damages which may be adjudged to owners of private property, and giving and granting to the owners of all such private property having claims against said San Antonio Belt and Terminal Railway Company on account of the construction, maintenance or operation of said Railroad a right to bring suit on said contract against said Missouri, Kansas and Texas Railway Company or said C.E. Schaff as Receiver thereof, in connection with any suit which they may file for such damages against said San Antonio Belt and Terminal Railway; and said resolution of said Board of Directors, said order of Court and said contract of said Missouri, Kansas & Texas Railway Company of Texas and C.E.Schaff as Receiver thereof shall be furnished to the City duly certified and executed, all in such manner and form as may be approved by the Mayor and City Attorney; all of which shall be done and performed before this ordinance shall become fully effective and before any rights hereunder shall vest as aforesaid; and said San Antonio Belt and Terminal Railway Company shall likewise furnish to the City and file with the City Clerk the duly certified copy of any and all lease contracts now existing or hereafter made between said San Antonio Belt and Terminal Railway Company and any and all other railroad companies whatsoever.

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 for franchises 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 17th day of August, A.D.1916, and ordered published as aforesaid.

Passed and approved September 25th, A.D.1916.

ATTEST: Clinton G. Brown,  
Mayor of the City of San Antonio.  
Fred Fries,  
City Clerk.

Affidavit of Publisher

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

Before me the undersigned authority on this day personally appeared Chas S. Diehl, who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio 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: August 19, 20, and 21, 1916.

Charles S. Diehl.  
Sworn to and subscribed before me this September 27, 1916.

Fred Fries,  
City Clerk.

AN ORDINANCE  
 Amending paragraph 102 of Section 102 of the Traffic Ordinance of this City, and  
 providing for the issuance of motor vehicle licenses on motor vehicles for violations  
 thereof.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:  
 Section A. That paragraph 102 of Section 102 of the Traffic Ordinance of a certain ordinance  
 of this City, passed and approved on January 11, 1911, and the same is hereby amended  
 so as to hereafter read as follows:

(102) No motor vehicle being operated or permitted to stand on any public street or  
 highway of this City shall have on any part thereof any light which casts any blinding  
 or dazzling light on any other person or vehicle.

( FOR ACCEPTANCE OF FRANCHISE OF SAN ANTONIO BELT AND TERMINAL  
 RAILWAY COMPANY, SEE PAGES 159 to 168. )

Section B. That the Commission of this City shall have the right to appear through  
 the same counsel and attorney as the applicant, and so that the light emitted shall be filtered  
 and be free from brilliant rays or metallic lustre, and all such headlights shall have  
 such permanent connection, location and attachment that, when such vehicle stands on a  
 level surface, the main shaft of light shall be wholly concealed in a plane parallel to and  
 not more than (42) inches above such level surface, and it shall be unlawful to use on  
 any such privately owned motor vehicle any light of any color, or any other light  
 light, except headlights placed and controlled as herein above provided; provided however, that  
 any motor vehicle brought into the City within the preceding twenty-four hours and enti-  
 tled to a license number, or any motor vehicle entitled to and bearing a visitors  
 number, if not equipped with head lights as herein provided, may be used temporarily on  
 the streets of this City, provided a covering of some kind or other substance so that such  
 lights shall not cast any reflection or glare on any other person or vehicle; but this shall not authorize  
 the use of other lights hereby prohibited, and provided further that this ordinance shall  
 not apply to the Police and Fire Departments of this City, but such headlights may be used in  
 said service as may be deemed by the City authorities to be in the public interest.

Section C. That any person or party of ordinance in violation of this ordinance shall be  
 liable to a fine of not more than twenty (\$20.00) Dollars for each offense.  
 Passed and approved this 9th day of October A.D. 1911.

Witness my hand and the seal of the City of San Antonio, Texas, this 9th day of October, 1911.

Mayor, City of San Antonio, Texas

City Clerk

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

Before me, the undersigned authority, on this day personally appeared  
 \_\_\_\_\_, who being by me duly sworn, depose and say that he is one of the  
 members of the San Antonio Light & Traction Company, a corporation organized under the laws of  
 San Antonio, in the State and County aforesaid, and that the franchise herein granted has  
 been published in every issue of said newspaper on the following date, to-wit:

\_\_\_\_\_ 1911

9/10



AN ORDINANCE *OF-34*

Amending paragraph 102 of Section IX, of the Traffic Ordinance of this City, and prohibiting dazzling lights on motor vehicles and prescribing penalties for violations hereof.

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

Section A. That paragraph 102 of Section IX, General Provisions, of a certain ordinance of this City passed and approved on January 19th, 1914, be and the same is hereby amended so as to hereafter read as follows:

(102) No motor vehicle being operated or permitted to stand on any public street or highway of this City, shall have on any part thereof any light which casts any blinding or dazzling rays of glare; but all head-lights used on such motor vehicles shall have lenses or door glasses of such construction or shape, or have the entire inside surface thereof so ground or etched, that the lightest filament or flame shall appear through the same blurred and indistinctly defined, and so that the light emitted shall be diffused and be free from brilliant rays or metallic lustre; and all such headlights shall have such permanent construction, location and adjustment that, when such vehicle stands on a level surface, the main shaft of light shall be wholly beneath a plane parallel to and and forty-two (42) inches above such level surface; and it shall be unlawful to use on any such privately owned motor vehicle any spot light or search light, or any other strong light except headlights placed and controlled as herein above required; provided however, that any motor vehicle brought into the City within the preceding twenty four hours and entitled to a visitors number, or any motor vehicle entitled to and bearing a visitors number, if not equipped with head lights as hereby required, may be used temporarily on the streets if its headlights have a covering of paint or other substance so that such lights shall not cast any blinding or dazzling ray or glare; but this shall not authorize the use of other lights hereby prohibited; and provided further that this ordinance shall not apply to the Police and Fire Surface of the City, but such headlights may be used in said service as may be deemed by the City authorities most for the public interest.

Section B. All ordinances or parts of ordinances in conflict herewith are in so far repealed; and any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not less than Two (\$2.00) nor more than Twenty (\$20.00) Dollars for each offense.

Passed and approved this the 9th day of October A.D. 1916.

Attest:

Clinton G. Brown,  
Mayor, City of San Antonio

Fred Fries,  
City Clerk.

THE 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 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: \_\_\_\_\_

*October 10, 11, 12, 13, 14, 15, 16, 17, 18, 19* 1916

*Johnnie Dick*

Sworn to and subscribed before me this *Nov 16* 1916.