

Avenue to Dawson Street, thence east on Dawson Street to Lockart Street, thence north on Lockhart Street to the line of the G.H. & S.A.R.Railroad, thence east along the line of the G.H & S.A.Railroad to the city limits, thence north along the city limits to the northern boundary of the City of San Antonio, thence west along the city limits to the place of beginning."

Section Two. That all ordinances and parts of ordinancez in conflict here-with be and the same are hereby repealed.

PASSED AND APPROVED this 25<sup>th</sup> day of March A.D.1920.

Attest:

Sam C. Bell, Mayor

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. 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: March 30, 31, and April 1, 2, 3, 4, 5, 6, 7, 8, 1920.

Charles S. Diehl,

Sworn to and subscribed to before me this 31st day of March, 1920.

Jules W. Fontaine  
Notary Public in and for Bexar County, Texas.

AN ORDINANCE

OF-180

Releasing and discharging the bond of the Guaranty State Bank as a special City Depository upon certain conditions, and accepting in lieu thereof another bond with different sureties.

WHEREAS, the Guaranty State Bank of San Antonio was on the 26th day of November, A.D.1919, by ordinance, duly designated as a special depository for the funds of the City of San Antonio in the sum of Two Hundred Thousand Dollars (\$200,000.00) and a bond of said bank as principal, with Lee Joseph, Geo. D.Campbell, B.R.Webb, Geo D.McGloin, Geo B.Eggleston, M.J.Arnold, S.Bruce Brough, H.H.Bryant and Henry C. King Jr. as sureties, was filed with the City Clerk and accepted and approved by the Mayor and Commissioners; and

WHEREAS, since this time the personel of the officers of said bank has been changed and one of the officers of said bank having severed his connection with the institution, desires to be relieved from any liability in the future upon said bond, and the bank has tendered in lieu of said bond another and other bond, which, in the opinion of the Mayor and Commissioners is good and sufficient bond, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

SECTION ONE: That the bond executed on the 25th day of November, A.D.1919 by the Guaranty State Bank as principal, and Lee Joseph and others as suretyes and approved by the Mayor and Commissioners of the City on the 26th day of November, 1919, be and the same is hereby released and discharged in so far as any responsibility might accrue after this date, with the express provision, however, that no liability or responsibility, claim or demand of any character whatsoever that may have accrued upon, under or against said bond prior to this date shall be in any way releaed, extinguished or affected.

SECTION TWO: That the new bond for Two Hundred Thousand Dollars (\$200,000.00) executed by said Guaranty State Bank as principal, and Geo. D.Campbell, B.R.Webb, Geo D.McGloin, Carl D.Newton, W.T.Smith, M.J.Arnold, R.Bruce Brough, H.H.Bryant and H.C. King Jr. as sureties and dated 31 of March 1920, and conditioned as provided by law, be and the same is hereby in all respects accepted and approved by said Board of Commissioners, and ordered to be filed and recorded by the City Clerk and retained carefully in the archives of the City, and the said Guaranty State Bank is hereby continued as a special depository of and for the funds of the City as set out in said ordinance so designating said bank upon the 26th day of November, A.D.1919.

PASSED AND APPROVED this 5th day of April, A.D.1920.

Attest:

Sam C. Bell,  
Mayor

Fred Fries,  
City Clerk.

## BOND OF CITY DEPOSITORY.

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

KNOW ALL MEN BY THESE PRESENTS:

That we the Guaranty State Bank of San Antonio, Texas, as Principal, and Geo. D. Campbell, B.R. Webb, Geo D. McGloin, Carl D. Newton, W.T. Smith, M.J. Arnold, R. Bruce Brough, H.H. Bryant and Henry C. King Jr. as sureties, are held and firmly bound and obligated unto Sam C. Bell, Mayor of the City of San Antonio, a municipal corporation of ~~the State of Texas~~ the ~~State of Texas~~ and State of Texas and County of Bexar, and unto his successor or successors in office, in the sum of Two Hundred Thousand Dollars (\$200,000.00) for the payment of which in said City well and truly to be made unto the said Mayor or unto the said City of San Antonio in lawful money of the United States of America, we do hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the above bounden Guaranty State Bank has been selected by the Commissioners of the City of San Antonio as a special depository of a part of the funds of said City and the sum of Two Hundred Thousand Dollars (\$200,000.00) of such funds has been deposited with said bank to the credit and for the use of said City upon the agreement and understanding that said Guaranty State Bank has promised, agreed and obligated itself to pay interest on said sum of money, or so much thereof as remains with it until same is finally withdrawn, at the rate of four and one-half (4½%) per cent per annum, to be computed semi-annually on daily balances and paid to said City of San Antonio on the 25th days of May and November of each and every year hereafter; provided, however, that on any sum of money so deposited remaining in said special depository for less than twelve (12) months from the date of said deposit, interest shall be paid by said depository at the rate of 4½% per annum; and

WHEREAS, the further condition of this obligation is such that the said Guaranty State Bank shall and will faithfully perform all the duties and obligations devolving upon it as such special depository by law or by the Charter and ordinances of said City, and especially what is known as the "Finance Ordinances" of said City; and shall and will, well and truly, pay upon presentation all warrants and checks properly drawn upon it as such depository on behalf of said City and against such funds and account so deposited or credited whenever any such funds shall be in said depository or to the credit of said City in said depository, in whatever name or manner kept, applicable to the payment of any such warrant or check, and that all funds of said City so deposited shall be faithfully kept by said depository, and with the interest thereon properly and correctly accounted for according to law, and

WHEREAS, it is further agreed by all parties hereto, including sureties, that this bond shall be held to be an independent common law obligation in accordance with its face and tenor, as well as a bond required by statute, charter and ordinance; and all proceedings and prerequisites herein recited or required by law as preliminaries to the selection of such depository shall be conclusively presumed to have been duly and regularly had and performed before the execution of this bond, wholly regardless of defects or omissions, if any, in such preliminaries; and that at the time when this bond is presented to the City for approval the names of all sureties expected to join in this bond appear as signatories hereto; and

WHEREAS, this bond is given in lieu of and as a substitute for a certain other bond executed upon the 25th day of November, A.D. 1919 by this bank as principal and its then directors as sureties, the signers hereto now agree that it is their intention in giving this new bond to indemnify and save harmless the City of San Antonio against any loss of any character whatsoever by reason of its special deposit in this bank aforesaid, regardless of what may be the occasion for said loss or when the matters causing it occurred.

NOW, THEREFORE, if the said Guaranty State Bank of San Antonio, Texas, 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 this 31st day of March A.D. 1920.

Guarantee State Bank,  
 Principal  
 By Geo D. Campbell,  
 President.

ATTEST:

Aug P. Villareal,  
 Secretary.

Geo D. Campbell, ;  
 B.R. Webb :  
 G. McGloin :  
 Carl D. Newton :  
 W.T. Smith :  
 Martin J. Arnold : Sureties.  
 B. Bruce Brough :  
 H.H. Bryant :  
 Henry C. King Jr. :

AN ORDINANCE *OF-131*

Prohibiting the sale, throwing or use on any street, alley, park, public ground or other public place in the City of San Antonio during any festival, carnival, fiesta or other public gathering, celebration or demonstration, of any confetti, feather dusters, wife beaters, paint, shoe polish, talcum powder, flour, meal, whips, flap jacks, ticklers, torpedoes or explosives of any sort.

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

Section 1. That hereafter it shall be unlawful at any time during any festival, carnival, fiesta or other public gathering, celebration or demonstration for anyone to sell, offer for sale, or have in his possession for sale on any street, alley, park or other public ground or public place in the City of San Antonio, any confetti, feather dusters, wife beaters, paint, shoe polish, talcum powder, flour, meal, whips, flap jacks, ticklers, totpedoes, or explosives of any character.

Section 2. That hereafter it shall be unlawful for any person when on any street, sidewalk, avenue, alley, park, public ground or other public place during any festival, carnival, fiesta, or other public gathering, celebration or demonstration, to throw, spread, place, put, apply or otherwise use any confetti, feather dusters, wife beaters, paint, shoe polish, talcum powder, flour, meal, whips, flap jacks, ticklers, toppedoes or other explosives, or to have in his or her possession any of said articles, devices, material or substance whatsoever for such use.

Section 3. Anyone violating any of the provisions of this ordinance shall be deemed guilty of an offense and upon conviction thereof shall be fined in any sum of not less than \$1.00 nor more than \$100.00 and each sale or offer to sell or offering for sale, or each act in throwing, spreading, placing, putting, applying or otherwise using, of said articles, devices, material or substances, in violation of the provisions of this ordinance shall constitute a separate and distinct offense.

PASSED AND APPROVED this the 8th day of April, A.D.1920.

Sam C. Bell, Mayor.

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 newspaper on the following days, to-wit: April 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 1920/

Sworn to and subscribed before me this 23rd day of June 1920.

James W. Fontaine  
Notary Public in and for Bexar County, Texas.

AN ORDINANCE *OF-182*

Providing for the regulation of the open market upon Market Plaza and providing rules therefor, rentals, etc, and denouncing penalty.

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

SECTION ONE: That that portion of Market Plaza bounded on the north by the north part of West Commerce Street, on the West by San Saba Street, on the south by the south part of West Commerce Street, and on the east by the Market House, and the Hay Plaza, which is bounded on the north by the north part of West Commerce Street, on the west by Pecos Street, on the south by the south part of West Commerce Street, and on the east by San Saba Street, shall be and the same are hereby, during the will and pleasure of the City, devoted to open market purposes, subject to the rules and regulations here now provided.

SECTION TWO: During the fall and winter months, the market space shall be opened at 5.45 A.M. and during the spring and summer months at 5.30 A.M., by the Market Master or his assistants, for the purpose of the sale in the open of garden truck, vegetables, fruits, etc.

SECTION THREE: No one who is not an actual grower or bona fide representative of an actual grower of the produce offered for sale shall be permitted to take a stand and sell on this Market Plaza.

SECTION FOUR: These growers or their representatives shall be permitted to assemble on the plaza by taking a stand and waiting, prior to the time that the market opens, but no purchaser of any character of produce shall be permitted to enter the market space before the opening of the market, nor to make any purchase there until that time, and no person having the right to sell on such market space shall leave same for the purpose of soliciting business from purchasers adjacent thereto prior to the opening of the market.

SECTION FIVE: The stands shall comprise a space seven and one half feet wide by 20 feet deep, and shall be rented by the City, acting through its market master, at the rate of ~~(10)~~ ten cents a day or \$2.50 per month, payable in advance, the City reserving the right, however, to change its rate of rental at any time upon the expiration of the time paid for.

SECTION SIX: In instances in which growers or their representatives have no regular stand come to the market and desire space, subject to its rules, same shall be assigned them by the Market Master or his assistants upon the payment of the proper charge of 10¢ a day, provided, however, that in event it should be necessary to assign to such temporary customer space which has been rented to parties paying by the month, such monthly renter shall be entitled to the space should he appear and demand same, and other space shall be assigned to the temporary renter.

SECTION SEVEN: During the month of December, January and February there shall be no regular monthly rentals charged, but such growers as offer produce for sale shall pay only the daily rate of ten cents for such days as they use the space; and those who have been in the habit of paying monthly rental shall be entitled to retain, on the daily rental basis, the same space, as far as possible, as that which they had upon their monthly rental.

SECTION EIGHT: This market shall close promptly at 9 A.M. and again open at three P.M. in the same manner as above provided and there shall be no sales made between the hours of nine A.M. and three P.M., or after the hour of 7.30 P.M. when this market shall close again.

SECTION NINE: One end of the larger plaza shall be set apart by the Market Master for the sale of hay, and same shall be permitted to be sold by any person complying with the rules hereof between the hours of 9 A.M. and 7.30 P.M.; the rent charges to be the same

as those provided for in the instance of the growers of produce.

SECTION TEN: A portion of the lower part of the small plaza shall be set apart by the Market Master for poultry vendors, who shall be permitted to sell poultry between the hours of 9 A.M. and 7.30 P.M. subject to the same rules and regulations and rental charges as those provided in the case of truck or produce farmers, save and except that neither in the case of the vendors of hay and poultry shall said parties be required to be the actual producers or growers of the goods sold.

SECTION ELEVEN: Chile and Tamale vendors shall be allowed a space on the small plaza, to be designated by the Market Master, and shall be permitted to begin selling in the fall and winter at 5.30 P.M. and in the spring and summer at 6 P.M. and continue to sell until 12 o'clock P.M.; the rent charged and the manner of collecting the same, and the rules relating thereto, shall be the same as hereinbefore provided with regard to truck farmers, haymen and poultry vendors; provided, however, that the Chile and Tamale vendors, in order to be entitled to have a stand, must first procure from the City Board of Health and exhibit to the Market Master a certificate to the effect that said vendor and the persons who will be employed by him in that business comply with the state laws and the ordinances of the City of San Antonio in person and with regard to their premises where they prepare the food which they will sell, and that the equipment and paraphernalia from which they will sell it, has been inspected by City Inspectors and found to be in sanitary and proper condition, and same shall be so kept.

SECTION TWELVE: It shall be unlawful for any street peddler or other person to sell or offer for sale vegetables, fruit, garden or farm produce, chile or tamales, poultry or hay at retail within 1,000 feet of ~~xx~~ any portion of this market upon a street or sidewalk or other public place, save and except upon this market and within the City Market House; provided that this provision shall not apply to any ~~foreign~~ person selling his produce at wholesale to the different produce houses, or other customers, within the said 1,000 feet, nor to any person selling at retail upon his own private property.

SECTION THIRTEEN: The Market Master shall have authority, and it shall be his duty to generally supervise this open market and see that no violation of the Market House or other City Ordinances are permitted; it shall be his duty to keep order there and thereabout, and to arrest ~~xxx~~ <sup>or</sup> have arrested all disturbers of the public peace. To this end he shall have and exercise all the duties and powers of a sworn policeman. It shall be his duty to assign all space and make, subject to the ordinances, the proper rules and regulations for the conduct of this market, traecting the various users thereof in a fair and impartial manner and assigning space and privileges as far as possible in the order of application therefor. In cases where vendors using this market violate the rules thereof, or the City ordinances governing same, the Market Master shall have the right and it shall be his duty to refuse to further rent or assign space to such offender, provided, however, that any party aggrieved by his action shall have the right of appeal to the Mayor and Commissioners, who shall review the action of the Market Master in the premises and either confirm same or set it aside and order him to assign space to such appealing party.

SECTION FOURTEEN: All lessees and their representatives and employes using space in this open market shall keep such space and the ground adjacent thereto in a clean, orderly and sanitary condition at the time of their occupation thereof and at the time of their quittance.

SECTION SIXTEEN: This ordinance shall be cumulative of and in addition to the other City ordinances regulating markets, but any ordinance in direct conflict herewith is hereby repealed.

of their quittance.

SECTION FIFTEEN: Any person violating any of the terms or provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined any sum not in excess of \$25.00

SECTION SEVENTEEN Should any part or portion of this ordinance for any reason be held invalid, such fact shall in no way affect the remainder of the ordinance, which shall nevertheless remain in full force and effect.

PASSED AND APPROVED this 26 day of April, A.D.1920.

Sam C. Bell, Mayor

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 A. Diche, 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:

April 28, 29, 30, and May 1, 2, 3, 4, 5, 6 and 7 1920

Sworn to and subscribed before me this 23rd day of June 1920

Notary Public in and for Bexar County, Texas.

CONTRACT FOR ENGINEERING SERVICES

OF-182.1

This agreement made and entered into this 3rd day of May 1920 by and between the City of San Antonio, Texas, a municipal corporation, First Party, hereinafter called the City, and Bartlett and Raney, Inc. a corporation organized under the laws of the State of Texas, with home offices in San Antonio, Texas, second party, hereinafter called the engineers;

Witnesseth

1st. That the said City has engaged the services of the said engineers for, and the engineers agree to render the City certain engineering services in connection with the design and supervision of the construction of all new bridges, except the Simpson Street bridge, to be built by the City across the San Antonio River from or in connection with the proceeds of the 1919 Bond Issue of \$200,000.00 for construction of permanent bridges in the City of San Antonio.

2nd. The services to be rendered by the Engineers shall be as follows:

(a) From data on the street grades and lines to be secured and furnished to the Engineers by the City Engineer of the City of San Antonio, preparation of preliminary pencil sketches showing general dimensions, waterways and architectural treatment for bridges at such sites as may be designated by the Commissioner of Streets of the said City. Preliminary sketches, submitted to the said Commissioner and to the City Engineer, shall be accompanied by careful preliminary estimates and the sketches and preliminary designs shall be revised and the estimates revised to correspond by the Engineers until the design meets with the approval of the said Commissioner of Streets.

(b) After approval of preliminary sketches, the preparation of complete/detailed working drawings, specifications, contract forms, bidding blanks, etc, ready for receipt by the City of bids for construction, all subject to the approval of the City Attorney and City

Engineer.

(c) At the time of taking bids the Engineers shall render the City Engineer such assistance in tabulation thereof and such advice as he may desire.

(d) During ~~the~~ construction the Engineers shall furnish to contractors lines and grades, all necessary inspectors, and shall supervise the work, prepare estimates for payments to the Contractors, and all other customary services. All inspectors employed shall be subject to the approval of the City Engineer as to competence; the City to pay all salaries or wages of said inspectors, not to exceed a salary rate of \$150.00 per month per inspector, unless with approval of City Engineer.

3rd. In consideration of the said services the City shall pay the Engineers a fee of four (4) per cent of the total final construction cost to the City of said bridges. Provided that in the event that the Commissioner of Streets should approve the preliminary sketches, estimates and design for any structure which, through no fault of the engineers, should not be constructed, the engineers shall be compensated therefor to the extent of three-fourths ( $3/4$ ) of one per cent of the estimated cost of such proposed structure. Or, in case the Commissioner of Streets should direct the completion of working plans and specifications as well as sketches for structure which, through no fault of the engineers should not be built, then the said engineers shall be compensated to the extent of two (2) per cent of the estimated cost thereof.

4th. All original sketches and drawings shall remain the property of the Engineers as instruments of service subject to obligation of engineers to furnish blue prints thereof at any time on request of City.

5th. The fees of said engineers shall be paid as follows:

(a) One (1) per cent of estimated cost on approval of preliminary sketches and estimates for each structure.

(b) One and one-half ( $1\frac{1}{2}$ ) per cent of estimated cost on completion of working plans, specifications, etc.

(c) Three quarters (~~xx~~  $3/4$ ) of one per cent of estimated contract price when construction is one half completed.

(d) Balance on completion of construction.

(e) Salaries of inspectors to be paid monthly.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written.

Attest:

Fred Friis  
City Clerk.

City of San Antonio,

By Sam C. Bell  
Mayor.

Bartlett & Ranney, Inc.

By A. G. Ranney  
Vice President.

## AN ORDINANCE OF - 183

Granting permit to R.Rand to construct a sanitary sewer in alley between Costillo and Hunstock.

BE IT ORDAINED by the Commissioners of the City of San Antonio:

Section 1. That permission is hereby granted R.Rand to construct a sanitary sewer (8 inches) in alley between Costillo and Hunstock beginning at end of private sewer and extending to a point about 300 feet N.W. according to plat line and grade made by the City Engineer hereto attached; the cost of said sewer being estimated about Four Hundred Dollars (\$400.00) to be paid by the said R.Rand. The final actual cost to be filed with the City Engineer within ten days after the completion of the sewer.

Section 2. The said sewer to be constructed to the City's line and grade and in accordance with the City's standard specifications for the construction of sewers in all particulars, and to maintain the sewer in the street for a period of one year after the date of the acceptance of the sewer by the City Engineer.

Section 3. "Conditioned" that no sewer service connections to this sewer shall be made until it has been completed and properly connected to the City's main and duly accepted by the City.

Section 4. Said sewer when completed to become the property of the City of San Antonio and part of its public sewer system

Section 5. The City Engineer is hereby directed to collect the sum of Thirty Five Dollars for each and every connection made with said sewer main or house service going into said main and pay the same over to said R.Rand not later than the 10th of each month, following the month in which said connection is made, until the actual cost of said sewer shall have been collected and paid over to aforesaid, when the entire connection fee shall be collected

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 on the above mentioned condition.

PASSED AND APPROVED this 13 day of May, 1920.

Attest:

Fred Fries,  
City Clerk.

Sam C. Bell,  
Mayor.

## AN ORDINANCE OF - 184

Granting permission to the San Antonio & Aransas Pass Railway Company to construct, operate and maintain a switch or spur track across the Concepcion Road in the City of San Antonio.

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

SECTION ONE: That permission be and the same is hereby granted to the San Antonio & Aransas Pass Railway Company to construct, operate and maintain a switch or spur track and to operate its engines and cars thereon over and across the Concepcion Road in the City of San Antonio, at a point about eight hundred feet south of where the main line track of said railroad company now crosses said Concepcion Road, as designated and shown in red on blue print hereto attached and made a part hereof.

SECTION TWO: That said track across said Concepcion Road shall be laid under the direction of the Commissioner of the Department of Streets and Public Improvements and shall be constructed in accordance with such plans and specifications as may or shall be approved by the City Engineer, and the construction and maintenance of said crossing shall conform to the regulations imposed or hereafter to be imposed by the City of San Antonio as to grades, drainage, etc, and subject to all ordinances and regulations now in force or that may hereafter be enacted regulating such character of street crossings.

SECTION THREE: In consideration of the granting of this permit, said San Antonio and Aransas Pass Railway Company agrees to construct its said track across said roadway in the manner and form ordered and directed by said Commissioner of Streets and Public Improvements and in accordance with the lines, grades and system of drainage approved by the City Engineer, and to construct such culverts and make such additional provision for drainage from time to time as may be deemed necessary by the City, and further binds and obligates itself, its successors and assigns, to hold said City of San Antonio free and harmless from all damages to persons or property that may result by reason of the granting of this permit or the exercise of any right thereunder.

SECTION FOUR: That the license and privilege hereby granted is subject to revocation at the