

MEETING

AN ORDINANCE

OF-70

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

Section 1. It shall be unlawful for any person or persons not husband and wife to register as husband and wife, or to in any manner represent themselves to be husband and wife at any hotel, apartment house, boarding or rooming house, residence, or at any other place.

Section 2. It shall be unlawful for any person or persons to knowingly consent to such false registration or knowingly to afford any male or female not husband or wife with any room, bed, or other facilities for carnal intercourse and falsely register, or introduce any persons as husband and wife, or knowingly and falsely represent any persons to be husband and wife.

Section 3. It shall be unlawful for any person or persons not then husband and wife to enter any building or room, or visit or go to any place of retirement or seclusion or to any place whatsoever for the purpose of engaging in carnal intercourse.

Section 4. It shall be unlawful for any person or persons, not then husband and wife, to engage in carnal intercourse;

Section 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than ten nor more than one hundred dollars.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 7. Should any section, provision or part of this ordinance to be held to be void or unconstitutional for any reason the other sections, provisions and parts of this ordinance shall not be affected by any such decision.

PASSED AND APPROVED this 7th day of February, A.D. 1918.

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 Edwin Routledge, who being by me duly sworn, says on oath that he is one of the publishers of the Commercial Recorder, 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: Feb. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21  
1918.

Sworn to and subscribed before me this 21st day February 1918

Fred Fries  
City Clerk.

44

OF-71

AGREEMENT entered into this 21st day of December, 1917 by and between the City of San Antonio, a municipal corporation existing under the laws of the State of Texas, hereinafter called City, party of the first part, and The Missouri, Kansas & Texas Railway Company of Texas, C.E.Schaff, Receiver of its property, and San Antonio Belt and Terminal Railway Company, hereinafter sometimes called, respectively, Railway Company, Receiver and Terminal Company, parties of the second part.

WHEREAS, the City desires to construct, maintain and operate an incinerator on what is known as the Stevens property, East of Camp Wilson, near Salado River, and desires to arrange for the transportation of garbage from the City to such incinerator;

WHEREAS, the Railway Company desires to extend its present Frank Street track across Wilson Street, in the City of San Antonio, and to secure a franchise from the City to lay, maintain and operate an additional track on Frank Street; and

WHEREAS, the City as part of the consideration of this present contract has heretofore granted to the San Antonio Belt & Terminal Railway Company certain franchise rights in the City of San Antonio,

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

I

The Carrier (which term when hereinafter used in this contract shall be construed to refer to any or all of the parties of the second part their successors and assigns as the context may require), in consideration of the grant by the City of the franchises mentioned in Article II hereof and in further considerations of the covenants hereinafter contained, hereby agrees, for a term of ten years beginning January 1, 1917;

(a) To construct and maintain one or more spur tracks as may be necessary, from the Railway's Company's main line to the aforesaid incinerator to be constructed by the City; and

(b) To transport, without other charge than that herein specified, , not exceeding four cars daily loaded with garbage from the loading plants on the line of the Terminal Company below mentioned or from a point in its yards where said cars may be tendered it from other stations on other lines of railway, to the incinerator, and not exceeding four empty garbage cars daily from the incinerator at the loading plants; provided, not more than one trip each way daily shall be required of the Carrier; and provided further the Carriers full duty with respect to the transportation of such cars shall be discharged when it picks the same up loaded and delivers them at the incinerator and picks up the empties at the incinerator and delivers them at the loading plants.

II

In consideration of the foregoing, the City hereby agrees;

(a) To grant to the Railway Company by proper ordinance a franchise to extend its present Frank Street track across Wilson Street, and to construct an additional track along the East line of Frank Street from the South line of Hood Street to the North line of Wilson Street, and thereafter to maintain and operate the same for a term of Twenty Five years.

(b) To secure the consent of the officer in command of Fort Sam Houston, or other proper representative of the War Department of the Government of the United States, to the location of the incinerator at the place aforesaid, to its construction according to the plans and specifications under which it will be built, and to its operation in the manner contemplated; and to furnish the Carrier satisfactory evidence of such consent.

(c) To maintain and operate the incinerator in a manner satisfactory to such officer, or other representative of the government, and to keep the same at all times in a sanitary condition and free from noxious odors and gases so that the same shall at no time constitute a menace to health or a nuisance.

(d) To construct the loading plants at points along the line of the Terminal Company mutually agreed upon between the City and the Terminal Company; to maintain the same in a manner satisfactory to the Chief Engineer of the Carrier; and at all times to so operate the same as to keep them in a sanitary condition and free from noisome odors and gases so that the same shall at no time constitute a menace to health or a nuisance.

(e) To provide properly equipped garbage cars of the most approved type and such as will prevent the escape of offensive odors and gases, or in the creation of any nuisance while being loaded, transported or unloaded; to provide a sufficient number of such cars to enable the Carrier to transport back to the loading plants four empty cars immediately upon delivering the loaded cars at the incinerator, thus preventing the necessity of waiting at the incinerator for cars to be unloaded or of returning for them; to maintain such cars at all times in first class condition; and to clean and disinfect the same as often as may be necessary.

(f) To load the garbage cars at the loading points at such hours as will be reasonable for their transportation by the Carrier to the incinerator; and to unload the same promptly after being delivered at the incinerator.

(g) To protect and save harmless the Railway Company, the Receiver and the Terminal Company, and each of them, from damages of every character whatsoever resulting from, growing out of or in any manner attributable to the location and use of such loading plants or the manner of their maintenance and operation, or the location and use of the incinerator or the manner of its maintenance and operation, or the manner in which the garbage cars shall be maintained, or the transportation of the garbage cars, whether loaded or empty, between the loading plants and the incinerator, excepting only damages for injury to persons or damage to property resulting from the negligence of the employes of the Carrier in transporting such cars, or negligence on its part in the construction or maintenance of the engines with which <sup>such</sup> cars may be transported, or the maintenance of the track or roadbed.

(h) To use due diligence to keep its employees off and away from the garbage cars while being switched at the incinerator and the loading plants; and to protect and save harmless the Railway Company, the Receiver and the Terminal Company, and each of them, from damages for injuries to its (the City's) employees while in, on or about the garbage cars, resulting from the switching of the same or coupling thereto for switching at or near the incinerator or at or near the loading plants.

### III

It is understood and agreed that the Carrier shall be under no obligation to transport garbage cars for the City as herein provided, in case the City shall fail or refuse to keep such cars in the condition herein specified or to keep the loading platform in a sanitary condition, or to so maintain and operate the incinerator that the same shall not become a nuisance or be objectionable to the War Department of the Government of the United States for such time as any such default on the part of the City may continue.

### IV

Upon the termination of this agreement, in event the parties hereto are unable to agree upon an extension hereof, the Railway Company may take up and remove the tracks

constructed by it at the incinerator, which tracks shall at all times belong to it; and it may also take up and remove such tracks at any time before the expiration of the period herein named, if the City shall abandon such incinerator or fail to use the same for a period of twelve consecutive months. Unless terminated for cause as above stated, the agreement shall be and remain in force till January 1, 1927..

## V

In case of damage to the garbage cars while at the incinerator or loading plants or while being transported, through the negligence of the Carrier, the expense of making the necessary repairs thereto shall be borne by the Carrier.

## VI

If it should hereafter be held unlawful for the Carrier to transport the garbage cars for the City for the consideration herein named, then in such event the City shall pay the Carrier for such transportation the lawful charges prescribed therefor by the proper authority or by the Carrier under the regulations of such authority; and it shall be the duty of the Railway Company and the Terminal Company to pay to the City for the franchise rights above named a sum equal to the amount paid the Carrier by the City for this Transportation.

IN TESTIMONY WHEREOF, witness our hands this the day and year first above written.

ATTEST:

Fred Fries  
City Clerk.

ATTEST: J. S.  
D. Murphy,  
Asst. Secretary.

ATTEST: J. S.  
D. Murphy,  
Asst. Secretary.

Approved as to form.

Joseph M. Bryson

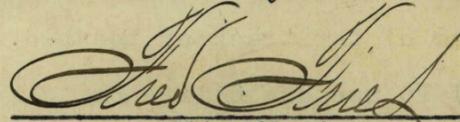
City of San Antonio,  
by Sam C. Bell, Mayor.

The Missouri, Kansas & Texas  
Railway Company of Texas,  
By C.E. Schaff,  
President.

C.E. Schaff  
Receiver of the Missouri, Kansas  
& Texas Railway of Texas.

San Antonio Belt & Terminal  
Railway Company,  
By C.E. Schaff,  
President.

Compared with the original Contract on file in my office this 13th day of February, 1918, and found correct.

  
\_\_\_\_\_  
City Clerk

THE STATE OF TEXAS  
COUNTY OF BEXAR.

OF - 71.1

This contract made and entered into this 6th day of February A.D. 1918 by and between the San Antonio Public Service Company, hereinafter referred to as Company, acting herein by and through its duly authorized officers, and the City of San Antonio, hereinafter referred to as City, acting herein by and through its Mayor, Sam C. Bell, he being thereunto duly authorized by the City Commission as required by law.

WITNESSETH:

1. The Company will furnish, maintain and light six hundred (600) series lamps using not less than three hundred (300) watts to the lamp at Forty-eight and 00/100 (\$48.00) Dollars per light per annum on overhead circuit.
2. The Company will furnish the City the current for incandescent lights and power in the City Hall, Market House, City Hospital, City Stables, Fire and Police Stations and all other public places, for three and one half ( $3\frac{1}{2}$ ) cents per kilowatt hour, as measured by standard meters.
3. The Company will furnish, maintain and light such nitrogen lamps of approximately two hundred and fifty (250) candle power as the City may order on the fixtures and underground circuits now installed on Houston Street, Alamo Plaza, Commerce Street, Main Avenue and St Mary's Street at Thirty-nine and 00/100 (\$39.00) Dollars per lamp per year.
4. The Company will furnish, maintain and light nitrogen lamps of approximately two hundred and fifty (250) candle power on separate overhead circuits near the central business district at Thirty Six and 00/100 (\$36.00) Dollars per lamp per year.
5. The Company will furnish, maintain and light Mazda lamps of One Hundred Fifty (150) watt capacity at Twenty-four and 00/100 (\$24.00) Dollars per lamp per annum.
6. The Company will furnish, maintain and light gas lamps on existing lamp ~~posts~~ posts at the rate of Twenty-four and no/100 (\$24.00) Dollars per lamp per year, provided, however, that the Company reserves the right to replace any or all of the said gas lamps, at any time during the life of this contract by the type of Mazda lamps referred to in paragraph No. 5.
7. The City shall have the right at all reasonable times, by competent experts of practical experience, to test the capacity of all lamps and to give immediate notice to the Company of any deficiency found. If such deficient capacity is not corrected within twelve (12) hours after such notice, a proportionate reduction in charge shall be made therefor until rectified.
8. All lights shall be burned on the moonlight schedule, off five nights and two half nights monthly, burning approximately three thousand (3000) lamp hours yearly. If the City requires service on any night not called for in the schedule, it shall have the right to order the service for such night and agrees to pay for same on a pro rata basis. On the other hand, if any light is not burning on any night called for by the schedule, then such outage shall be reported and a proportionate reduction made in the charge.
9. The City shall have the right to add lamps, provided that in case of three hundred (300) watt series lamps they shall be installed at the Company's expense if the location does not exceed one thousand feet from the Company's series lighting circuits. The City shall bear the expense of the necessary extension and installation

over and above the cost of extending one thousand feet. The same provision shall govern in the case of smaller lights on overhead circuits, but the distance shall be Two Hundred Fifty (250) feet, the City to pay for all cost in excess of this distance. The City shall have the right to designate the height of each lamp above the ground. All lamps are to be maintained by the Company, at all times, in first class condition.

10. In case of strikes, causing a shut down of the Company's plant or in the event of fire, flood or accident to its plant or machinery, the Company shall be excused from the performance of this contract during the continuance of the interrupting cause, but will rebate to the City in proportion to the delay.

11. The payments of the City are to be monthly as the service for the preceding months has been rendered and the obligation of the City to make any or all of said payments is conditioned upon the rendition of the service herein provided for, and such payments are to be made out of the current revenues of the City for the year in which the service is rendered or out of other funds in the control of the City lawfully applicable thereto.

12. This contract shall be in force and effect as to all the public electric lighting for street lights and other purposes in the City of San Antonio, for a period of five years from February 1, 1918.

Witness the names and corporate seals of the parties hereto signed and impressed by the duly authorized officers this 6th day of February, A.D.1918.

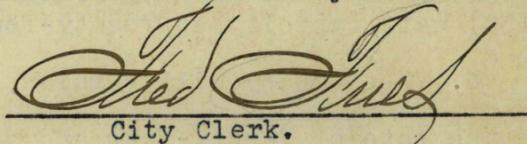
CITY OF SAN ANTONIO

Sam C. Bell, Mayor.

SAN ANTONIO PUBLIC SERVICE COMPANY

W.B.Tuttle,  
Vice President.

Compared with the original Contract on file in my office this 13th day of February, 1918, and found correct.

  
City Clerk.

## AN ORDINANCE

OF-71-2

Amending Section Seventeen of an ordinance entitled "An ordinance creating and organizing the Health Division of the City government, and defining the powers, duties, and scope of said division; and creating and defining the offices and duties of the Board of Health, Secretary of the Health Division, City Health Officer, City Physician, City Chemist and Bacteriologist and other officers; fixing salaries of certain officers; further providing for the control and direction of certain appointive officers, public institutions and branches of the public service by and under said Health Division and the City Health Officer; regulating all ordinances and resolutions in conflict herewith and declaring an emergency", passed and approved May 18, 1914; said Section Seventeen relating to City Scavengers and scavenger service.

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

Section One. That Section Seventeen of an ordinance entitled "An ordinance creating and organizing the Health Division of the city government, and defining the powers, duties, and scope of said division; and creating and defining the offices and duties of the Board of Health, Secretary of the Health Division, City Health Officer, City Physician, City Chemist, and Bacteriologist and other officers; fixing salaries of certain officers; further providing for the control and direction of certain officer public institutions and branches of public service by and under said health Division and the City Health Officers; regulating all ordinances and resolutions in conflict herewith and declaring an emergency", passed and approved May 18th, A.D.1914, be and the same is hereby amended so as to hereafter read as follows:

Section Seventeen (a). The Scavenger service of the City shall be performed by some person or persons to be appointed by the Commissioners of Sanitation, Parks and Public Property and approved by the Board of Commissioners, each of whom shall be hereafter officially designed "City Scavenger" and shall perform the duties of City Scavenger and sanitary police officers as is now or may be hereafter prescribed by ordinance, but without power or authority to make arrests; provided, however, that the appointment of any person as City Scavenger, who shall not equip himself for the performance of the duties of his office, as hereinafter set out in paragraph "b" of this section, within ten (10) days from the date of his appointment and approval such appointment shall be automatically revoked and of no further force and effect.

(b) Each City Scavenger before entering upon his discharge of his duties as such officers, shall, at his own expense, equip himself with a wagon and tank holding not less than ten (10) barrels, said tank to be equipped with a suction pump ~~XXXXXXXXXX~~ of sufficient power to pump the contents of cess pools and privy vaults direct into the tank on said wagon, and shall also enter into a bond not less than Five Hundred (\$500.00) Dollars, payable to the City, and conditioned upon the faithful and efficient performance of his duties and undertakings as such City Scavenger.

(c) City Scavengers, and all persons employed by them, and the means, appliances vessels, vehicles, disinfectants and methods used by them and all matters relating to the conveyance, disposition and treatment of filth and other substances or things collected by them, or any of them, and the disinfection of said City Scavenger of the vaults, pits or places from which they shall remove such filth and other substances and things, shall be done and performed in conformity to such rules and regulations, orders and requirements as may be made by the Board of Health, not contrary to the City ordinances or resolutions, and subject thereto the orders and directions of the

Conflicts with  
Ord. OF-65  
page 290  
Repeals  
Ord. May 18  
1914 - Min  
W-411

City Health Officer shall be obeyed by said City Scavenger and each of them.

V (d). Each City Scavenger shall report each day to the City Health Officer for orders and shall each day file a report in writing in the office of the Secretary of the Health Division, stating the name of each person who ordered the performance of scavenger services on the preceding day, and the place, street and number where such services were ordered to be performed, and in like manner stating in writing the name of the person for whom, and the place, street and number where all such services were done and performed during such previous day.

V (e) City Scavengers shall receive no salary or compensation from the City for the performance of their duties as such officers, but for their services shall be allowed to charge the individual, person, firm or corporation for whom such service shall be rendered, a fee of six teen cents (16) per cubic foot for removing the contents of vaults, and one (1) cent of which shall be paid to the City of San Antonio to cover the cost of inspection, as herein provided.

(f) No cesspool or privy vault shall be collected for by the City Scavenger until same has been inspected and measured by the Chief of the City cleaning service, or some other person designated by the Commissioner of Sanitation, Parks and Public property to act as inspector.

(g) The contents of all cesspools and privy vaults shall be hauled to such place or places as may be designated by the Chief of the City Cleaning service or other inspector, there to be unloaded or dumped as directed by such Inspector. Every City Scavenger who shall unload or dump the contents of his wagon at any place other than that designated by the Inspector, as aforesaid, shall forfeit to the City the fees collected therefor, which is hereby declared to be a fine for official misconduct, and in addition to such fine such City Scavenger may be suspended or removed from office by the Board of Commissioners.

PASSED AND APPROVED this 21st day of February, 1918.

Attest:

Fred Fries,

City Clerk.

Sam C. Bell,

Mayor.

## AN ORDINANCE

OF-72

Amending Rules 26, 51 and 52 and repealing paragraph "j" of Rule 45, as embodied in Section 1 of an ordinance entitled "An ordinance regulating traffic on the streets plazas and public places of the City of San Antonio, repealing all ordinances in conflict herewith, and providing penalties", passed and approved on the 28th day of January, A.D.1918.

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

Section 1. That that part of Section 1 of an ordinance passed and approved on the 28th day of January, A.D.1918, entitled "An ordinance regulating traffic on the streets and plazas and public places of the City of San Antonio, repealing all ordinances in conflict herewith, and providing penalties", as embodied in Rule 26, 51 and 52 be and the same are hereby amended so that said rules shall hereafter read as follows, to-wit:

Rule 26. When two vehicles approach one another on the same street in opposite directions, and the driver of one or both of the vehicles desires to turn off of said street;

(a) The vehicle which continues on the street in the original direction has the right of way over the vehicle turning off.

(b) In the event both drivers desire to turn off, then the vehicle turning to the right has the right of way over the vehicle turning to the left.

(c) At street intersections under the control of traffic policeman, all traffic must comply with the signals, except vehicles turning to the right, which may proceed if they can do so without interfering with pedestrian traffic; but vehicles turning to the right must comply with emergency signals given by hand, voice, whistle or otherwise. All vehicles must come to a stop before crossing thoroughfares, and where thoroughfares cross the vehicle to the right has the right of way.

Rule 51. No vehicle shall remain standing on Commerce Street or Houston Street between Alamo and North Flores Streets between the hours of 8;a.m. and 7:00p.m. for a longer period than twenty minutes.

Rule 52. It shall be unlawful for any vehicle, except vehicles used by doctors for emergency calls, to park for a longer period than one hour between the hours of 8;00 a.m. and 7;00 p.m., in that portion of the business district lying between Main Avenue and the west side of Alamo Plaza, and between Travis and Market Streets, on Avenue C between Houston Street and Third Street, and in front of the Post Office building on East Houston Street between Avenue E and Avenue D; provided, no vehicle shall remain standing or stop longer than twenty minutes on Houston ~~XXXXXX~~ or Commerce Streets, between North Flores Street and Alamo Plaza, between the hours of 8;a.m. and 7; p.m. as provided in Rule 51.

Section 2. That paragraph "j" of Rule 45 of Section 1 of the ordinance described in Section 1 hereof, which reads as follows:

(j) On Avenue E between East Houston and Third Streets, at an angle of 45 degrees on the center of said avenue as marked;

be and the same is hereby repealed.

PASSED AND APPROVED this 25th day of February, A.D.1918.

Sam C. Bell,

ATTEST:

Mayor of the City of San Antonio

Fred Fries,

City Clerk.

(see next page for affidavit of publication)

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

Before me the undersigned authority, on this day personally appeared Edwin Routledge, who being by me duly sworn, says on oath that he is one of the publishers of the Commercial Recorder, 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:

February 27-28 - March 1-2-4-5-6-7-8 & 9th 1918

Edwin Routledge

Sworn to and subscribed to before me this 9th day of March 1918

Fred Fries

City Clerk.