WATER WORKS CONTRACT.

THE STATE OF TEXAS, }
County of Bexar. }

Whereas a proposition on the part of J. B. Lacoste and associates to construct and maintain Water Works in the City of San Antonio, Texas, was duly considered by the City Council of said city, and was on the 3rd day of April 1877, accepted with certain amendments, and the Mayor of said city duly authorized and empowered to enter into a written contract with said J. B. Lacoste and associates to carry out in good faith the objects contemplated in said proposition.

And whereas the said J. B. Lacoste did, within the time allowed him by said Council to wit: on the 26th day of April 1877, signify his acceptance and approval of all amendments suggested and approved by said Council to said proposition as originally submitted, which acceptance was duly entered on record on the minutes of said Council, page 204, of date April 24, 1877.

Now, therefore, this agreement made and entered into this day between J. B. Lacoste of Bexar County, Texas, for himself and associates, parties of the first part, and the City of San Antonio, County of Bexar, of the second part, by virtue of the action of the City Council as above recited.

Witnesseth: That said J. B. Lacoste and associates, parties of the first part, in order to supply the City of San Antonio, Texas, with water for fire protection, sanitary, public and domestic purposes, using the head of the San Antonio river as a source of supply, do hereby agree and contract:

1st, To erect on the land heretofore set aside by the City for the purposes of Water Works, the machinery and buildings necessary to accomplish the objects hereinafter set forth.

2nd, To start with a pipeage system from said source of supply to some point in the suburbs of said City of San Antonio, where the distribution of water for fire purposes shall commence, and the water to be distributed so as to place the entire business portion of the City under fire protection; and on this line of distribution to place one hundred fire hydrants, the same to be located on the lines of the main pipes of said Water Works at such points within the limits of and along the curb lines of said City as may be decided by the City Council of said City, such locations to be determined during or previous to the laying of pipes for supplying said hydrants with water and in such manner as to have one hydrant to every 250 feet of main pipe laid.

3rd, To lay and maintain pipes, main conductors and aqueducts, through and upon the streets, squares, lanes and alleys in said City, to erect and maintain all the necessary buildings, machinery and attachments of every description necessary and proper for such works, and to supply the City with pure and wholesome water.

4th, To erect from time to time, as the City Council shall demand, as many more hydrants as may be called for by said Council, the same to be located in the same manner as the aforesaid one hundred fire hydrants, provided, however, that these additional hydrants shall not be located more than 250 feet apart.

5th, To furnish water free of charge (except for rent of hydrants) for washing and flushing the gutters on such streets as are curbed and guttered; for sprinkling the streets where fire hydrants are rented, and for all purposes of the Fire Department, for filling cisterns and for supplying such public fountains as the City may establish, provided the same shall be kept closed in case of fire.

6th, To guarantee that the said Water Works shall be of the most durable material, and first-class in all respects, and capable of supplying at all times during the continuance of this contract, to the citizens of San Antonio, water to the amount of at least seventy-five gallons per individual per day of twenty-four hours, also with sufficient pressure to raise the water to the highest building of said City, and shall maintain said supply of water in the pipes at all times, except it be in case of accident or to repair the said works, in which case such time as may be necessary shall be allowed for repairs; and that said works shall be capable at any time in case of fire of throwing six (6) five streams from the hydrants at one time through 50 feet of 2½ inch hose and one inch nozzles, to the height of the highest building in said city.

7th, That the entire Water Works, except the storage reservoir hereinafter named, shall be commenced within six months after the arrival of the Railroad in said City, and completed within fifteen months from and after the 3rd day of April 1877.

To erect a storage reservoir on six acres of ground on the upper part of the Rock Quarries, which reservoir shall have a capacity of at least five millions of gallons, and to complete the same within the period of two years from and after the above date, April 3rd, 1877. The principal object of the construction of said reservoir being to insure a regular, sure and adequate supply of water at all times, and with sufficient pressure to fulfill all requirements in case of accident to machinery or the source of power.

8th, To supply water to private consumers at a rate not to exceed five cents per hundred gallons used, and if meters are used the private consumers to pay rent of meter. The pipes used in the works to be made of cast iron.

And the said City of San Antonio does hereby on its part agree and contract as follows, viz:

1st, To lease unto the said J. B. Lacoste and his associates, for the purpose of said storage reservoir six acres of ground on the upper or western part of the Rock Quarries and also the property at the head of the Upper Labor ditch heretofore set aside by the City for the purpose of Water Works, on which the machinery and buildings above referred to are to be erected, all of which land is hereby leased to said Lacoste and his associates at the rate of five hundred dollars per annum, so long as this contract continues in force, said Lacoste and associates to have the right to raise the dam higher if the same does not interfere with private rights.

2nd, To grant and concede to the parties of the first part the right and privilege for the purpose of laying pipes and making repairs of said works to enter upon any street, square, lane or alley under the control of the City; to take up pavements or sidewalks on the same, and make such excavations therein as may be necessary to lay, keep and maintain pipes, &c., on said streets, squares, lanes and alleys, and to lay pipes on and across the bridges and culverts of the City for conducting and distributing the water as aforesaid, provided said said pavements or sidwalks shall be taken up and said excavations made in such manner as to give the least inconvenience to the inhabitants of said City, and the same shall be replaced or repaired in as good condition as before with all convenient speed, and the City, besides making the above concessions, does also concede a right-of-way through all public grounds or places controlled by the City, free of cost to said Lacoste and his associates, for all pipes, mains, conductors or aqueducts, necessary to be laid in obtaining water and conducting the same from the source of supply to the works, and thence to and throughout the City.

3rd, The said City further obligates itself not to grant to any other body of men, or person during the continuance of this contract, the right to furnish water for fire hydrants or other public purposes.

4th, The said City further agrees to pay said Lacoste and his associates an annual rent for each of the one hundred fire hydrants first above mentioned, at the rate of one hundred dollars each per annum. In case more hydrants are constructed for the City, then the City shall pay for the second one hundred hydrants, the annual rent of sixty dollars

each, and for the third one hundred hydrants the annual rent of fifty dollars each, and any other number of hydrants beyond three hundred that may be needed, at such price as may be agreed upon by said City and Lacoste and associates, not to exceed, however, the last above mentioned sum. All payments to be made in coin or U. S. currency at the expiration of each three months from the date of the establishment of each of said hydrants in working order.

5th, To protect by an ordinance the works, fixtures, or other property belonging to said Water Works from interference, injury or carelessness on the part of the third persons.

6th, To give to said Lacoste and associates the right to use from the City Rock Quarries all rock necessary to be used in the construction of said works.

The said Lacoste and associates agree further on their part to establish a telegraph line for fire alarm and other purposes, from the said works to the police headquarters and to the various engine houses throughout the city free of cost to said city.

By the word "associates" above used, is meant such persons as said Lacoste may see fit to join with him.

This contract shall subsist for a period of twenty-five years from the completion of the said works, at the end of which time the city shall have a right to buy the works at an appraised value. But if the city does not buy at the end of twenty-five years the contract shall run until the works are finally purchased, and the right to purchase the same shall enure to the city every five years thereafter on giving twelve months notice.

It is agreed further by the parties to this contract, that the signature of J. B. Lacoste to this contract shall be sufficient for the parties of the first part.

And it is hereby specially provided that should the parties of the first part at any time fail to perform faithfully the several obligations entered into by them in the agreement, they shall then forfeit and lose the rights and franchises herein granted to them by the city of San Antonio.

In witness whereof we hereunto sign our names in the City of San Antonio, Texas, this 30th May A. D. 1877, the said parties of the first part signing by J. B. Lacoste, and the party of the second part by James H. French, Mayor.

L.S. [Signed] J. B. LACOSTE,
[Signed] J. H. FRENCH,
Mayor.

Attest:
THEO. BALDUS,
City Clerk.

THE STATE OF TEXAS. }
County of Bexar. }

Before me, George W. Caldwell, a Notary Public in and for said County, personally appeared J. B. Lacoste and J. H. French, Mayor of the City of San Antonio, both to me well known, who acknowledged to me that they had signed and delivered the foregoing instrument of writing, declaring the same to be their act and for the uses, purposes and considerations therein set forth, the said J. H. French acting for and in behalf of the City of San Antonio as Mayor.

To certify which I hereunto sign my name and affix the impress of my official seal at my office in San Antonio, this 30th day of May, A. D. 1877.

GEORGE W. CALDWELL,
Notary Public Bexar County.

MAYOR'S OFFICE,
CITY OF SAN ANTONIO
June 7th, 1877.

Respectfully referred to T. G. Anderson, City Attorney, with the request that he will examine the within contract and report whether or not the same is strictly in conformity with the proposition of J. B. Lacoste as amended by the committee and adopted by the council; further if he believes the interest of the city fully protected thereby.

J. H. FRENCH.
[Signed] Mayor.

The contract is in conformity with the proposition of J. B. Lacoste as adopted by the council, and I believe protects the interest of the city.

[Signed] T. G. ANDERSON.
City Attorney.

Read at meeting June 19th, 1877, and approved.

J. H. FRENCH,
Mayor.