

STATE OF TEXAS: 08-30.1
 COUNTY OF BEXAR:

This contract made and entered into this 1st day of February, A.D. 1923, 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, O.B. Black, he being thereunto duly authorized by the City Commission as required by law.

WITNESSETH:

1. The Company will furnish, maintain and light eight hundred and eighty three (883) series lamps using not less than three hundred (300) watts to the lamp at Forty eight and 00/100 dollars (\$48.00) 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, Fire & Police Stations, Parks and all other public places, for Three cents (03) per kilowatt hour, as measured by standard meter.
 3. The Company will furnish, maintain and light such lamps of approximately two hundred fifty (250) candle power as the City may order on the fixtures and underground circuits now installed on Houston Street, Alamo Plaza, Commerce street, Travis street, Losoya street, North Flores street, Main Avenue and St. Mary's street, at Thirty-nine and 00/100 dollars (\$39.00) per lamp per year.
 4. The Company will furnish, maintain and light lamps of approximately two hundred fifty (250) candle power on separate overhead circuits near the central business district at Thirty-six and 00/100 dollars (\$36.00) 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 dollars (\$24.00) per lamp per year.
 6. 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.
 7. All lights shall be burned every night from dusk until daylight. If any light is not burning on any night then such outage shall be reported and a proportionate reduction made in the charge.
 8. 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 and posts are to be maintained by the Company, at all times in first class condition and glassware kept clean.
 9. In case of strikes, causing a shutdown of the Company's plant or in the event of fire, flood or accident at 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.
 10. 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.
 11. 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 three years, from February 1st, 1923.
- Witness the names and corporate seals of the parties hereto signed and impressed by the duly authorized officers, this the 3rd day of March A. D., 1923.

Attest:

O.C. Speight, City Clerk
 O.K. Phil Wright
 Commr. Police & Fire.

San Antonio Public Service Co.
 By W.B. Tuttle, President,
 City of San Antonio
 By O.B. Black, Mayor.

AN ORDINANCE. 08-31

Granting permission to the International & Great Northern Railroad Company to construct, operate and maintain a switch or spur track on San Marcos Street and over and across Rivas Street and into the property of the Southwest Bitulithic Company at this point.

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 International and Great Northern Railroad Company to construct, operate and maintain a switch or spur track, and to operate its cars thereon, across Rivas Street and along the west side of San Marcos Street, be extending its present track across Rivas and into the private property of the Southwest Bitulithic Company in New City Block No. 2117, as described on the plat hereto attached and made a part hereof.

Section Two: That said spur track over and across said streets shall be laid under the direction of the Commissioner of Streets and Public Improvements and shall be constructed in accordance with such plans and specifications as may or shall be approved of 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 crossing.

Section Three: In consideration of the granting of this permit, said International and Great Northern Railroad Company agrees to construct its said spur track across said street 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 the drainage from time to time as may be deemed to be 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 and property that may result from or by reason of the granting of this permit or to exercise any of the rights thereunder.

Section Four: That the license and privilege hereby granted is subject to revocation at the will of the Commissioners or other governing body of the City of San Antonio, and

said Railroad Company agrees to remove its said track from across said street on demand, upon the revocation of the license hereby granted.

Section Five: The acceptance and exercise of any privilege under this ordinance shall be an acceptance of all the terms and conditions, by said International and Great Northern Railroad Company, its successors and assigns.

Passed and approved this 1st day of March, A. D. 1923.

Attest:

O. C. Speight
City Clerk.

O. B. Black
Mayor of the City of San Antonio.

STATE OF TEXAS:
COUNTY OF BEXAR:

THIS MEMORANDUM OF AN AGREEMENT

this day entered into by and between the CITY of San Antonio, acting herein by and through its Mayor, who is thereunto duly authorized, of one part, and Grover C. Bland, an auditor and expert public accountant, of Dallas, Texas, of the other part, WITNESSETH:

First: The purpose of this contract is to employ the said Grover C. Bland to perform all of the services as an auditor and expert public accountant required or reasonably called for in connection with the gas rate hearing now pending before the Railroad Commission of Texas involving a fair rate to be charged by the San Antonio Public Service Company for furnishing natural gas to users in the City of San Antonio, and in connection with such proceedings as may follow such hearing. The said Bland will, among other things, intended and reasonably contemplated, perform the following services, to-wit:

(a) Perform the service of an auditor and expert public accountant reasonably necessary and proper in making an audit covering the business of the gas department of the San Antonio Public Service Company, and of such other accounts of said Company as may have a bearing upon the said gas business and the determination of a fair rate to be charged by said Company for natural gas as aforesaid. The report of said audit shall be made in sufficient detail, with accompanying analysis of income account and operating expenses and a determination of the proportion of charge made for maintenance and expenditures and the amount thereof properly chargeable to the depreciation reserve.

(b) He shall verify the proper accounts of said San Antonio Public Service Company and shall furnish a general survey of the Company's operating result, accompanied by a comparison of operation of a similar class of business by companies in other cities.

(c) His report shall set forth the facts ascertained and developed by said audit, together with recommendations thereon.

(d) He shall assist in the preparation of, and make suggestions with regard to, an appraisal of the assets of the San Antonio Public Service Company.

(e) He shall do all things reasonably necessary and proper within the scope of his employment to deduce and recommend a fair rate in connection with said hearing, and such proceedings as may follow the same.

(f) He shall lend his assistance and counsel to the attorneys in the case as to the handling of expert testimony in his line, and other facts, and shall advise and confer with said attorneys with a view to acquainting them with the facts necessary to a proper understanding of the merits of the controversy and to the fixing of a fair rate.

(g) To attend the trial before the Railroad Commission of Texas, and elsewhere that testimony may be heard, and give testimony thereat; in addition to counseling with the representatives of the City as to the conduct of the proceedings, and particularly with regard to technical or expert matters and questions that may arise. Such duties to cover the present proceedings and to continue until the matter shall have become finally adjudicated, whether by appeal or trial de novo or new trial.

Second: The consideration for said services shall be the per diem of Fifty (\$50) Dollars for the time reasonably consumed in said work, together with the actual traveling and hotel expenses of said Bland, all to be paid by the City of San Antonio from time to time as said services are performed and an itemized statement thereof is furnished under oath.

WITNESS OUR HANDS this 19th day of February, A. D., 1923.

Attest:

Jas. Simpson
Asst. City Clerk

CITY OF SAN ANTONIO
BY O. B. Black
Mayor

Witnesses:

F. W. Smoots.

Grover C. Bland

THE STATE OF TEXAS:
COUNTY OF BEXAR:

THIS MEMORANDUM OF AN AGREEMENT

this day entered into by and between the City of San Antonio, acting herein by and through its Mayor, who is thereunto duly authorized, of one part, and Ed Cowen Conner, a consulting engineer and gas rate expert, whose address is American Exchange National Bank Building, Dallas, Texas, of the other part, WITNESSETH:

First: The purpose of this contract is to employ the said Connor to perform all of the services as a consulting engineer and gas rate expert reasonably required or called for in connection with the gas rate hearing now pending before the Railroad Commission of Texas involving a fair rate to be charged by the San Antonio Public Service Company for furnishing natural gas to users in the City of San Antonio, and in connection with such proceedings as may follow such hearing. The said Conner will, among other things intended and reasonably contemplated, perform the following services, to-wit:

(a) Perform the service of an expert adviser to the representatives of the City of San Antonio in connection with the proceedings now pending before the Railroad Commission of Texas to determine the rates to be charged by the San Antonio Public Service Company to the people of San Antonio for natural gas.

(b) Assist in the preparation of, and make suggestions with regard to, an appraisal of the assets of the San Antonio Public Service Company connected with the gas business of said Company and an audit of the books of said Company relating to their said gas business.

(c) To deduce and recommend a fair rate and furnish a comprehensive report as an expert engineer covering the facts connected with the case (taking said appraisal and audit as a basis in part) analyzing and applying the facts of the conditions under which said San Antonio Public Service Company is doing said gas business to the recognized principles

governing the conduct of such business, and summarizing the facts which justify the conclusion reached by said expert as to a fair natural gas rate for San Antonio.

(d) To lend his assistance and counsel to the attorneys in the case as to the handling of expert testimony and other facts, and to advise and confer with said attorneys with a view to acquainting them with the facts necessary to a proper understanding of the merits of the controversy, and to the fixing of a fair rate.

(e) To attend the trial before the Railroad Commission of Texas, and elsewhere that testimony may be heard, and give testimony thereat; in addition to counselling with the representatives of the City as to the conduct of the proceedings, and particularly with regard to technical or expert matters and questions that may arise. Such duties to cover the present proceedings and to continue until the matter shall become finally adjudicated, whether by appeal or trial de novo or new trial.

(f) If the said expert shall be required to leave the State of Texas, in the discharge of his duties, the expenses of such trip or trips shall be deferred by the City of San Antonio. All other expenses except his hotel expenses and cost of his meals while at San Antonio, (which shall be paid by the said City of San Antonio) shall be without charge to the City of San Antonio. Said expenses incurred for hotel and meals in the City of San Antonio shall be paid to said Conner by warrant issued by the City of San Antonio upon itemized statement of such expenses to be filed with the City Auditor.

Second: The consideration for said services shall be the sum of Thirty-Five Hundred (\$3,500) Dollars paid and to be paid by the City of San Antonio to said Conner as follows: The sum of Fifteen Hundred (\$1,500) Dollars to him paid at the signing hereof, receipt whereof is hereby acknowledged, and the further sum of One Thousand (\$1,000) Dollars to be paid on or before May 31st, 1923, and \$1,000.00 payable on the conclusion of said service.

Witness our hands February 19th, 1923.

Attest:

Jas. Simpson
Asst. City Clerk.

CITY OF SAN ANTONIO
By O. B. Black
Mayor

Ed C. Conner

AN ORDINANCE. *02-32*

granting permission to the International & Great Northern Railroad Company to construct operate and maintain a switch or spur track on San Marcos Street, across Lombrano St. into City Block #2080 in the City of San Antonio, Bexar County, Texas.

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 International & Great Northern Railroad Company to construct, operate and maintain a switch or spur track and to operate its cars thereon, across San Marcos Street, and Lombrano Street, and into private property at the corner of San Marcos Street and Lombrano Street, by extending its present track south on San Marcos Street and across Lombrano Street into New City Block #2080, property of C. W. Ling, as described on blue print hereto attached and made a part hereof.

Section Two: That said spur track over and across said streets shall be laid under the direction of the Commissioner 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 regulation now in force or that may hereafter be enacted regulating such character of street crossing.

Section Three: In consideration of the granting of this permit, said International and Great Northern Railroad Company agrees to construct its said spur track across said streets in the manner and form ordered by said Commissioner of Streets and Public Improvements, and in accordance with the lines and grades and the system of drainage, from time to time as may be deemed necessary by the City, and further binds itself, its successors and assigns to hold said City of San Antonio free and harmless from all damages to persons and property that may result by reason of the granting of this permit, or to exercise any of the rights thereunder.

Section Four: That the license and privilege hereby granted is subject to revocation at the will of the Commissioner or other governing body of the City of San Antonio, and said Railroad Company agrees to remove its said track from across said streets on demand upon the revocation of the license hereby granted.

Section Five: The acceptance of, and exercise of, any privilege under this ordinance shall be an acceptance of all of its terms and conditions, by the International & Great Northern Railroad Company, its successors and assigns.

Passed and approved this 8th day of March, A.D., 1923.

Attest:

O. C. Speight
City Clerk.

O. B. Black
Mayor of the City of San Antonio.

AN ORDINANCE *02-33*

granting permission to the Galveston, Harrisburg & San Antonio Railway Company (Southern Pacific Company) to construct, operate and maintain a switch or spur track on Austin Street at the intersection of Milam Street and across said Austin Street into New City Block No. 497.

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 Southern Pacific Company, to construct, operate and maintain a switch or spur track on Austin Street across the same and into private property in New City Block No. 497, and to operate its cars thereon, by extending its present track at the corner of Austin and Milam Streets across Austin Street into New City Block 497, property of E. C. Jonas, according to the blue print hereto attached and made a part of this ordinance.

Section Two: That said spur track over and across said Austin Street shall be laid under the direction of the Commissioner 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 imposed by the City of San Antonio as to grades, drainage, etc., and subject to all ordinances and regulation now in force or that may hereafter be enacted regulating such character of street crossing.

Section Three: In consideration of the granting of this permit, said Southern Pacific Company agrees to construct its said spur track across said street in accordance and in the form and manner ordered by the Commissioner of Streets and Public Improvements, and in accordance with the lines and grades and the system of drainage, from time to time as

may be deemed necessary by the City, and further binds itself, its successors and assigns to hold the said City of San Antonio harmless and free from all damage to persons and property that may result by reason of the granting of this permit, or to exercise any of the rights thereunder.

Section Four: That the license and privilege hereby granted is subject to revocation at the will of the Commissioners or any other governing body of the City of San Antonio, and said Railroad Company agrees to remove its said track from across said street on demand, upon the revocation of the license hereby granted.

Section Five: The acceptance and exercise of any privilege under this ordinance shall be an acceptance of all its terms and conditions, by the Southern Pacific Company, its successors and assigns.

Passed and approved this 8th day of March, A.D., 1923.

Attest:

O. C. Speight
City Clerk.

O. B. Black
Mayor of the City of San Antonio

AN ORDINANCE 88-34

Granting to the San Antonio and Aransas Pass Railway Company the right to construct, maintain and operate a railroad spur track and to operate its engines and cars thereon across Lombrano Street in the City of San Antonio, Texas, from a point in the south line of Block 1018 about 100 feet east of the east line of San Jacinto Street and extending in a southerly direction across said Lombrano Street to a point in the north line of Block 1038 about 130 feet east of the east line of San Jacinto Street as shown in red on blue print hereto attached and made a part hereof.

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

Section 1: That the San Antonio and Aransas Pass Railway Company be and it is hereby granted the right to construct, maintain and operate railroad spur track, and to operate its engines and cars thereon across Lombrano Street in the City of San Antonio, Texas, from a point in the south line of Block 1018 about 100 feet east of the east line of San Jacinto Street and extending in a southerly direction across said Lombrano Street to a point in the north line of Block 1038 about 130 feet east of the east line of San Jacinto Street as shown in red on blue print hereto attached and made a part hereof.

Section 2: That the said Railway Company, by accepting the privilege conferred by this ordinance, thereby agrees to and shall maintain said spur track in a reasonably safe condition for the passage of vehicles of all description, and of pedestrians. Said Company shall, further, after the laying of said track, restore the street as soon as possible to its former condition, and maintain said track at the proper grade upon said street, the Company shall, at its own expense, improve the space between said track and for twelve inches on each side thereof in the same manner that the remainder of the street is paved and improved, Said track shall be constructed under the direction and supervision of the City Engineer and the Railway Company shall hold the City harmless for any and all damages that may result to the City or third parties by virtue of said construction.

Section 3: This right is granted upon condition that the grantee shall conform to all existing or future ordinances of said City of San Antonio governing the construction of operation of railroad tracks in the streets of said City.

Passed and Approved this 12th day of March, A.D. 1923.

O. B. Black, Mayor.

O. C. Speight, City Clerk.