

AN ORDINANCE *02-26*

Making it unlawful for the San Antonio Public Service Company or any agents or employees of said Company to operate or cause to be operated upon or over any street railway line within the corporate limits of the City of San Antonio, any double track street car, without said double track street car being at the said time operated and controlled by a crew of two men, consisting of a motor man and a conductor; and providing an appropriate penalty and declaring an emergency/

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

SECTION ONE: It shall hereafter be unlawful for the San Antonio Public Service Company or any agent or employee of said Company to operate or cause to be operated upon or over any street railway line within the corporate limits of the City of San Antonio any double track street car, without said double track street car being at said time operated and controlled by a crew of two mwn, consisting of a motor man and a conductor; provided however, that this ordinance shall not apply to the operation of street cars of the single truck type.

SECTION TWO: Any person or persons who may be found guilty of violating Section One of this ordinance shall be deemed guilty of a misdemeanor, and shall be punished by a fine of not less than Ten Dollars nor more than Two Hundred Dollars.

SECTION THREE: This ordinance id hereby declared to be of urgent importance for reasons of public welfare apparent herefrom, and same shall take effect immediately after its passage and approval.

PASSED AND APPROVED on this 28th day of December, A.D.1922.

Attest:
O.C.Speight, City Clerk.

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

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

Before me, the undersigned authority, on this day personally appeared W. A. Duce who being by me duly sworn, says on oath that he is one of the publishers of the San Antonio Evening News, 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: Dec 30-1922, Jan 1-2-3-4-5-6, 8-9-10-1923

Express Title Co
by W. A. Duce

Sworn to and subscribed before me this the 15 day of Jan 1923

Jas Simpson
City Clerk

AN ORDINANCE *02-27*

Granting permit to Kenneth Weimer to construct a sanitary sewer on Day Avenue.

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

SECTION ONE. That permission is hereby granted Kenneth Weimer to construct an 8" sanitary sewer on Day Avenue beginning at manhole near middle of block and extending to near Calaveras Street according to plat line and grade made by City Engineer hereto attached; the cost of said sewer being estimated about Three Hundred and Thirty Dollars to be paid by the said Kenneth Weimer. 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 1 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 directed to collect the sum of nothing, etc.

PASSED AND APPROVED this 30th day of January, 1923.

Attest:
O.C.Speight, City Clerk.

O.B.Black, Mayor.

STATE OF TEXAS:
COUNTY OF BEXAR:

THIS AGREEMENT, made and entered into this the 9 day of December, A.D., 1922, by and between MARWICK, MITCHELL & COMPANY, a co-partnership, party of the first part and the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas, party of the second part, witnesseth:

That the party of the first part agrees to make a complete examination and audit of all of the books and accounts of all of the various officers of the City of San Antonio for the period beginning June 1st, 1921, and ending May 31st, 1923, particularly including the following records and accounts:

Auditors Office
Tax Collectors Office & Back Tax Office
License & Dues Office
Market Master
City Electrician
Corporation Court Docket -Clerk & 3 Sgts. of Police
Engineer's Dept.
Plumbing & Sewer Inspection Dept.
City Cemetery
Animal Pounds (East & West Pounds)
Dog Pound.
Building Inspector
Chief of Police (Sale of animals)
City Clerk's Office (For ordinances & appropriations)
Purchasing Agent (Requisition-Order Numbers)
Verification of Inventory of City Property
Verify cash in banks, also securities held by different funds owned by the City.

But it is expressly understood that the enumeration of the above records and departments shall not be construed to exclude any other records not specifically enumerated which properly come within the scope of the complete audit contemplated under this contract.

The said party of the first part shall at the completion of the audit, deliver two separate detailed reports thereof as hereinafter stated, showing the financial condition, of the City, of each of the officers thereof, the condition and status of the bonded indebtedness and all other matters pertaining to the audit. The said party of the first part shall render its report as follows:

(1) A report covering the period from the first day of June, 1921, up to and including the thirtieth day of November, 1922; and

(2) A report including the period beginning the first day of December, 1922, up to and including the thirty-first day of May, 1923, and shall furnish party of the second part four copies of each of said reports.

The report covering the period of time from June 1st, 1921, to November 30th, 1922, both dates inclusive, shall be rendered to the City of San Antonio not later than February 28th, 1923; and the report covering the period of time from December 1st, 1922, to May 31st, 1923, both inclusive, shall be rendered to the City of San Antonio not later than August 1st, 1923, provided that should any unusual circumstance arise rendering it impossible to complete such reports within the time specified, then the Commissioners by resolution in writing, shall extend such time when necessary.

The party of the first part shall render a progress report at the end of each two weeks during the course of its examination of said records, showing the nature of the work done, the accounts examined and the offices covered, which report shall be submitted to the Mayor of the City of San Antonio; and on receipt of which, the said party of the first part shall be entitled to receive an amount equal to eighty per cent of the fees then earned during such two week period, computed upon the basis of fees hereinafter set out.

In consideration of the services to be performed under this contract, the party of the second part agrees to pay to the party of the first part the sum of Twenty-Five (\$25.00) Dollars per day for one chief accountant and the additional sum of Fifteen (\$15.00) Dollars per day for each assistant accountant, plus Thirty-five (\$35.00) Dollars per day for necessary supervision by the management, - it being expressly understood and agreed, however, that the total consideration to be paid by the party of the second part to the party of the first part shall in no event exceed a total of Thirty-Five Hundred (\$3500) Dollars. It is expressly agreed and understood by the parties hereto that seven and one-half hours shall constitute a working day, and that the party of the first part shall assign not less than five accountants to the work done by virtue of this contract.

The figures shown in the auditing report shall be reconciled with the general ledger and quarterly reports of the City Auditor's office before the reports herein provided for shall be made and accepted by the City and final payment shall not be made to the party of the first part until this condition has been complied with.

Any balance of compensation due and owing to party of the first part herein after the completion of the work herein provided to be done, shall be due and payable not later than thirty days after the completion of such work and the rendering of the reports herein provided for.

Party of the first part agrees to furnish good and sufficient bond, to be approved by the Mayor of the City of San Antonio as to form and sufficiency in a sum of not less than Three Thousand, Five Hundred (\$3,500) Dollars, conditioned that the said party of the first part shall well and faithfully perform the duties imposed upon it hereunder.

This contract is made in pursuance of a certain proposal dated October 25th, 1922, addressed by the party of the first part to the Honorable O. B. Black, Mayor of the City of San Antonio, San Antonio, Texas, said proposal having been duly accepted by the Commissioners of the City of San Antonio, Texas, and a copy of said proposal is hereto attached and made a part of this contract.

EXECUTED IN DUPLICATE at San Antonio, Texas, this the 14 day of December, A.D., 1922.

MARWICK, MITCHELL & COMPANY
By E. E. Weise
Resident Manager for Firm.

CITY OF SAN ANTONIO,
By O. B. Black
Mayor

Attest:

O. C. Speight
City Clerk.

(SEAL)

October 25, 1922.

The Honorable O. B. Black,
Mayor of the City of San Antonio,
San Antonio, Texas.

Dear Sir:

In accordance with your request, we wish to submit a formal proposal for the services of accountants to audit the books of the City of San Antonio for the two year period, June 1st, 1921, to May 31, 1923.

We will agree to make a complete examination and audit of all of the books and accounts of all of the various officers of the City of San Antonio, beginning June 1, 1921, and ending May 31, 1923, and at the completion of the audit, we will deliver two copies of a detailed report thereon, showing the financial condition of the City, of each of the officers thereof, and in respect of the bonded indebtedness and all other matters pertaining to the audit.

Our charges, based on a day of seven and one-half hours, will be at the rate of \$25.00 per day for the chief accountant in charge of the examination, and \$15.00 per day for each assistant, plus \$35.00 per day for the necessary supervision by the management, and agree that the maximum fee will not exceed \$3500.00. In order to expedite the work, it is contemplated that five accountants would be assigned to the engagement.

We will agree to render a progress report at the end of each two week period during the course of the examination, showing the nature of the work done, the accounts examined, and the offices covered, which report will be submitted to the Honorable Mayor, and on receipt of which, it will be agreed that the city will pay us an amount equal to 80% of the fees earned and reported during each two week period. The final payment is to be made upon completion of the examination and delivery of the final report thereon.

Our firm has had a wide experience in the examination of the accounts of cities and counties throughout the United States, including Chicago, Springfield and East St. Louis, Illinois, Gary, Indiana, Worcester, Mass., Duluth and Minneapolis, Minn., Cleveland and Toledo, Ohio, St. Louis and St. Joseph, Mo., Wichita, Kansas and many others.

The officers and directors of any of the leading banks in San Antonio are familiar with the high standing and the established reputation of the firm, and will doubtless be pleased to answer any inquiries you may care to make relative to the reliability and thoroughness of our services. We are also well known by a majority of the representative mercantile concerns in the City.

If desired, we will be pleased to furnish bond for the faithful performance of our engagement.

We may mention that it would be understood that no information relative to the examination would be furnished to anyone other than on your written authority.

We trust that we shall have the pleasure of obtaining the engagement, and assure you of our ability to render you a service of the highest character.

Respectfully yours,

MARWICK, MITCHELL & CO.,

Manager.

AN ORDINANCE. *08-28*

To provide for the widening of Houston Street to _____ feet from Macagdoches Street to Santa Rosa Avenue to be accomplished gradually as conditions will permit and prescribing certain laws to that end.

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

SECTION 1: A public necessity for the widening of Houston Street from the West side of Macagdoches Street to the East side of Santa Rosa Avenue to provide for wider sidewalks on the two sides thereof is hereby declared.

SECTION 2: Said street widening shall be accomplished gradually but as expeditiously as possible consistent with the finances of the City and the reasonable disturbance of traffic conditions and other attending circumstances.

SECTION 3: The ultimate width of Houston Street between North Presa Street and Navarro Street, as aforesaid, is hereby fixed at _____ feet, that is, _____ feet from curb to curb and fifteen feet for width of sidewalk on each side.

SECTION 4: No permit for the erection of new buildings or for the rebuilding, remodeling or repair of the fronts of existing buildings along that portion of Houston Street affected hereby shall be granted except on condition that such erections shall conform to the new street lines herein provided for. Any permit granted contrary hereto shall be void.

SECTION 5: It is intended that the property appropriated hereunder for street purposes shall be compensated for. If an agreement as to damages, benefits and property values cannot be arrived at between the City of San Antonio and the persons affected by any such re-adjustment of lines at the time, then the City shall forthwith proceed to condemn the property needed for such public use as provided by Arts. 6506 et seq. of the Revised Civil Statutes of Texas of 1911 relating to condemnation proceedings by railroads or in some other manner provided by the laws then existing.

SECTION 6: The growing needs of the traffic of the City of San Antonio render it imperative that the widening of Houston Street be forthwith provided for and because of said reasons of public welfare this ordinance shall take effect at once.

PASSED AND APPROVED ON THE 1st day of February, 1923.

Attest:

O. C. Speight
City Clerk.

O. B. Black
Mayor, City of San Antonio

Amended
(See also Minute Book E. page 357)