

MEETING OF THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

MONDAY, FEBRUARY 26TH, A.D. 1923, 4 P.M.

PRESENT: Honorable O. B. Black, Mayor, presiding, and Commissioners Pfeiffer, Lambert, Rieden, Wright.

Minutes of previous meeting were ordered approved.

-----MEMORIALS AND PETITIONS-----

Petition to have street between Soledad Street and N. Flores Street named "W. Martin Street" was read the second time and laid over.

Petition to change name of Groesbeck Street to Hoefgen Avenue was read the third time and granted, and the City Attorney was directed to draw up ordinance covering the matter.

Petition of citizens requesting that the San Antonio Belt & Terminal Railway Company be granted permit to change their tracks now crossing Durango Street, as shown on blue print attached to petition, thus permitting them to serve the property east of the creek in the block between Nueva and Durango Street, was granted, work to be done under supervision of the City Engineer.

The following petitions were read and referred to City Engineer:
Herbert Kraft, for permission to lay sewer on E. Evergreen Street.
H.C. Thorman, for permit to connect with City Sewer.

Petition of Mrs Emma Bailey, for correction of assessment, was read and referred to Commissioner of Taxation.

The following petitions were read and referred to Commissioner of Fire and Police:
Victory-Wilson Co. for permit to make alterations at 312 E. Houston St.
S.A. Printing Co. for permit to erect electric sign on Soledad Street.

Commissioner Wright made the following recommendations, which were adopted:
R.G. Pump for permit to install gasoline pump 1926 W. Commerce Street. granted.
Vicks Eveready Garage, to install gasoline tank 107 Frio City Road, granted.
Golisd Road Garage, to install gasoline pump and tank, 409 Gevers St. granted.
Swinbrood Auto Supply Co. to install gasoline equipment 442 Alamo St. granted.
R.T. Carr, to install gasoline equipment Porter & Palmetto St. granted.

Bids for making cash book for Taxation Office were opened and referred to City Purchasing Agent.

Bids for constructing concrete curb around Mahncke Park were opened and referred to City Engineer.

Commissioner Pfeiffer made the following recommendations, which were adopted:
J.H. Bindley, for cancellation of taxes on personal property, granted.
The Fox Co. for correction of assessment, granted.

Commissioner Lambert introduced the following ordinances, which were read and adopted by the following vote on roll call, to-wit: Ayes, Black, Lambert, Rieden, Wright, Nay, Pfeiffer.

No. 559 AN ORDINANCE
Transferring the sum of \$1019.28 from the Park Improvement Fund of 1919 Bond Issue to Bridge Fund of 1919 Bond Issue (to compensate for bridge steel purchased from the latter fund and used in the construction of the San Pedro Park Swimming Pool)

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN ANTONIO:
That the sum of \$1019.28 be and it is hereby transferred from the Park Improvement Fund of 1919 Bond Issue to the Bridge Fund of 1919 Bond Issue (to compensate for bridge steel purchased from the latter fund and used in the construction of San Pedro Park Swimming Pool.

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.

No. 560 AN ORDINANCE
Appropriating money to pay for pipe to be installed on New Braunfels Avenue from E. Commerce to Iowa Street, to take care of watering of Ligustrum Hedge around cemeteries, and to pay salary of 1 man to take care of said hedge, and also care for small park near St. Gerards Church.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of Nine Hundred and Seventy Dollars (\$970) be hereby appropriated to pay for pipe on New Braunfels Avenue from E. Commerce to Iowa Street, amounting to \$690.00, said pipe being necessary to take care of Ligustrum Hedge around the cemeteries, and also to pay salary of 1 man for 4 months at \$70.00 per month, to take care of said Hedge, and to take care of small park near the St. Gerards Church, to be charged to the Contingency Fund, 1922 General Fund.

The following ordinance was introduced by Commissioner Lambert, and was read and adopted by the following vote on roll call, to-wit: Ayes, Black, Pfeiffer, Lambert, Rieden, Wright.

No. 561 AN ORDINANCE
Transferring the sum of \$5668.25 from the River Improvement Fund of 1919 Bond Issue (to compensate for bridge steel purchased from the latter fund and used in the construction of Romana Street cut-off retaining walls)

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:
That the sum of \$5668.25 do be, and it hereby is, transferred from the River Improvement Fund of 1919 Bond Issue to Bridge Fund of 1919 Bond Issue (to compensate

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for bridge steel purchased from the latter fund and used in the construction of Romana Street Cut Off retaining walls)

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.

Commissioner Wright introduced the following ordinance, which was read and adopted by the following vote on roll call, to-wit: Ayes, Black, Pfeiffer, Lambert, Rieden, Wright.

AN ORDINANCE

Making provisions for lighting the City for a period of three years.

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

That the City of San Antonio do make and enter into a new contract with the San Antonio Public Service Company for furnishing, maintaining and lighting all lamps necessary for the lighting of the streets and public places of said City; such new contract to cover the period of three years from and after February 1st A.D. 1923, the expiration date of previous contract, and to be in form and substance similar to the copy of such new contract hereto appended and made a part of this ordinance; and that the Mayor be and he is hereby authorized and empowered to execute such contract on behalf of the City.

This ordinance being of urgent importance for the reasons appearing herein, it is further ordained that this ordinance shall take full effect upon its adoption and approval.

(for full text of contract see Ordinance Book "G", page 37)

Commissioner Pfeiffer introduced the following ordinances, which were read and adopted by the following vote on roll call, to-wit: Ayes, Black, Pfeiffer, Lambert, Rieden, Wright.

No. 557

AN ORDINANCE

Appropriating \$29,961.72 to pay Merchants Bills for January.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the sum of \$29,961.72 or so much thereof as may be necessary, be and the same is hereby appropriated out of the 1922 General Fund to pay Merchants Bills for January, 1923, as per itemized invoices now on file in the office of the City Auditor.

Commissioner Pfeiffer introduced an ordinance providing for the payment of salaries and wages for services rendered by officers and employees of the City for the month of February, 1923, and recommended its adoption with the following items stricken out: Engineer's Dept. \$4600.; Street Com. Dep. \$2800.; and Plumbing & Sewer Dept. \$1200.; Commissioner Rieden moved an amendment to retain the above mentioned amounts in the ordinance, which amendment was lost by the following vote on roll call, to-wit: Ayes, Black, Rieden. Nays, Pfeiffer, Lambert, Wright. The ordinance, as recommended by Commissioner Pfeiffer was adopted by the following vote on roll call, to-wit: Ayes, Black, Pfeiffer, Lambert, Wright. Nays, Rieden.

No. 558

AN ORDINANCE

Providing for the payment of salaries and wages for the services rendered by officers and employees of the City of San Antonio for the month of February, 1923, as per pay rolls and appropriating money therefor.

BE IT ORDAINED by the Commissioners of the City of San Antonio, that, the following sums of money or so much thereof as may be necessary, be and is hereby appropriated for the payment of officers and employees for the several accounts and departments as specified in the attached schedule as salaries and wages for services rendered to the City for the month of February, 1923.

Semi-mo & Mo. Pay Roll ending February 28, 1923.

1922 General Fund.

City Hall Dept.	\$10,500.00
Police Dept.	23,000.00
Health Dept.	6,200.00
Fire Dept.	25,000.00
Fire Alarm Dept.	1,000.00
Parks & Plazas Dept.	5,500.00
Street C & S. Dept.	7,600.00
Markets Dept	600.00
Rivers & Ditch. Dept	300.00
Contingencies Dept	200.00
Sewer Cons. Dept.	510.00
Fire & Police Sta. Dept.	700.00
Cemetery Dept.	300.00
Clinic Dept	300.00
Corp. Court Dept.	500.00
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	82,210.00
Trench Fund	565.00
Police & Firemens Pen Fd.	1,550.00
River Impt. Fd. 1919	700.00
Market House Annex Fd. 1919	175.00
Cemetery Fund	500.00
St. Pav. & Storm Sewer Fd 1919	100.00
Sanitary Sewer Fd. 1919	1,200.00
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	\$87,000.00

for which warrants shall issue and be delivered to said respective payees, providing that all persons performing services for the City for uncertain periods may be paid on pay rolls certified to be correct by the Commissioner of the Department or the Chief of the Division in which they are engaged, and such person so paid shall thereupon receipt said pay roll, all as provided by the Charter.

Mayor Black introduced the following ordinance, which was read and adopted by the following vote on roll call, to-wit: Ayes, Black, Lambert, Rieden Wright. Nays, Pfeiffer.

AN ORDINANCE.

Carrying into effect the agreement as to compensation and damages effected with the owners and other interested parties for the taking of a strip of land approximately seven feet in width in front of Lot No. 1 of City Block No. 416, at No. 302 East Houston Street in the City of San Antonio as the result of a hearing begun on the 15th day of February, 1923, and making an appropriation of the several amounts to be paid under said agreement, and authorizing the making of a loan to cover said appropriation.

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

Whereas, on the 2nd day of February, 1923, the Board of Commissioners of the City of San Antonio passed a resolution declaring a public necessity for the taking of a strip of land approximately seven feet in width in front of Lot No. 1, City Block No. 416, at No. 302 East Houston Street in the City of San Antonio, (known as Thos. Goggan Brothers premises) for sidewalk purposes, and directing the City Engineer to prepare a plat showing the lines, etc. involved, and ordering the hearing to the interested parties hereinafter referred to, with a view to agreeing on the compensation and damages to be paid by the City of San Antonio, for the taking of said strip, and

Whereas, the City Engineer has prepared the said plat, a copy whereof is hereto attached, marked Exhibit "A"; and

Whereas, the notice of said hearing was given, and all interested parties, to-wit: Lena McAllister, (a widow), Dora Livingston, (a femmesole), and Emma Albright, joined by her husband, J. B. Albright, as owners of the property sought to be taken, accompanied by P. H. Swearingen, Esq., their attorney, and Piggly Wiggly Stores, Inc., as leasees of the premises, together with John H. Cunningham, Esq., and Anton Moursund, Esq., their attorneys, and Shane & Dickey, a co-partnership composed of J. C. Shane and R. C. Dickey, contractors engaged in the reconstruction of a building on said premises, together with Werner Beckman, their attorney, and J. D. Frizzell, lessee of a building adjoining said premises in the rear, which lease-hold rights it became necessary to invade in order to readjust the building under reconstruction to enable it to conform to vested contract requirements, in his own proper person, appeared at the hearing on the 15th day of February, 1923, at 10 o'clock A. M., and at the several postponed meetings thereof, and finally agreed upon the amount of compensation and damages to be paid by the City of San Antonio as follows:

The City of San Antonio agreed with the said owners of the property needed for sidewalk purposes, that said owners would convey the strip of land in question to the City of San Antonio without charge, and that the City of San Antonio would pay them the sum of Six Thousand Dollars to cover damages sustained by them through extending the building on said premises approximately seven feet to the south.

The City of San Antonio agreed with Piggly Wiggly Stores, Inc., and with Shane and Dickey that the City of San Antonio would pay said Piggly Wiggly Stores, Inc., the sum of Twelve Thousand Dollars to cover the damages sustained by them in connection with vested contract rights involved in said taking.

(See copy of proposal hereto attached marked Exhibit "B", and of acceptance marked Exhibit "C".)

The City of San Antonio agrees with J. D. Frizzell, as follows:

First: That the barber shop at 504 Navarro Street, San Antonio, Texas, known as Radio Barber Shop, shall be raised, moved and installed in new quarters of his selection at no expense to him, and with the least possible loss of time, satisfactory to all parties concerned, the entire expense, breakage and damage to be borne by the City.

Second: Should the moving and installing not exceed one week of seven days, then he is to receive Two Thousand (\$2000) Dollars cash for such lost time and the business that will be lost by virtue of said move, and appropriate amount should it require a longer time in making said move and installation, the time allowed or to be allowed for the making of such move and installing said shop, not to exceed fifteen (15) days. Said payment also to cover the relinquishment of the least hold rights of said J. D. Frizzell. (See copy of proposal of said Frizzell hereto attached, marked Exhibit "D".)

The City of San Antonio, upon its part, further agreed:

(a) "That the City shall immediately issue a permit to proceed with the building upon the new property line as covered by present plans and specifications for the erection of the building referred to in Paragraph Two above." (The Building Inspector is here now directed to issue said permit without the payment of additional fees.)

(b) "Insofar as the taking of the strip of land here involved is concerned, it is understood that the benefits to the adjoining property incident to said taking are covered by said settlement. No assessment to cover the cost of said taking or to cover the improvement connected therewith shall be now or hereafter made by the City of San Antonio."

SECTION ONE: It is therefore ordained that said agreement do be, and it hereby is, in all things approved, ratified and confirmed.

SECTION TWO: It is further ordained that the sum of \$20,800.00 or so much thereof as may be necessary, do be paid, and is hereby appropriated out of the 1922 General Fund, Contingencies Department, upon warrants to be issued by the City Auditor from time to time as directed by the Mayor to cover payments of the following amounts to the several persons named, to-wit:

(a) The sum of Six Thousand Dollars to W. W. McAllister, as attorney in fact for Lena McAllister, a widow, Dora Livingston, a femme sole, and Emma Albright, joined by her husband, J. B. Albright, the owners of the property taken. The warrant for said sum shall be delivered to the said W. W. McAllister upon a contemporaneous delivery to the Mayor of a deed, duly executed, conveying the strip of ground in question to the City of San Antonio, said conveyance to be made to the City of San Antonio without any charge for the land so conveyed.

(b) The sum of Twelve Thousand Dollars to Piggly Wiggly Stores, Inc., to be paid as the work of re-adjusting said reconstruction work progresses, at the discretion of the Mayor, in as many installments as the Mayor may direct. This payment is made to cover the damages sustained by the said Shane & Dickey, as well as damages sustained by said Piggly Wiggly Stores, Inc.

(c) The sum of Two Thousand Dollars to be paid to J. D. Frizzell upon the day that he shall begin moving his barber shop now at 504 Navarro Street to other quarters in the City of San Antonio.

(d) The sum of Eight Hundred Dollars or so much thereof as may be needed, to cover the expense of moving the barber shop of said J. D. Frizzell to new quarters, including the cost of installing the fixtures with plumbing connections, etc. Said moving shall be done under the supervision of Gus F. Niggli, City Building Inspector, and the City Auditor is hereby directed to issue warrants for the several amounts of expense so incurred upon the persons rendering the service furnishing bills approved by said Building Inspector.

SECTION THREE: The Mayor is hereby directed and authorized to borrow said sum of \$20,000.00 at an interest rate of 5% per annum, (no available funds being on hand to otherwise take care of this expenditure) and to issue proper written obligations therefor and to place the proceeds of such loan to the credit of the General Fund for 1922 Contingencies Department. To secure the payment of said loan, the proceeds of the general fund portion of the back tax collections as they accrue are hereby pledged. The sum needed to liquidate said loan of \$20,800.00 and interest is hereby appropriated from the first

proceeds hereafter realized for the general fund portion of back tax collections to satisfy said loan, and the general fund portion of the back taxes hereafter collected shall be applied towards the payment of said indebtedness until same is satisfied.

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

(Exhibit "A", attached to ordinance)

Exhibit "B".

THE STATE OF TEXAS:
COUNTY OF BEXAR:

In connection with the strip of land indicated on the attached plat, the interested parties, to-wit: Lena McAllister, a widow, Dora Livingston, a feme sole and Emma Albright, joined by her husband J.B. Albright, as owners of the strip of land in question, Piggly Wiggly Stores, Inc. a corporation, as lessee of the premises involved, and Shane and Dickey, a co-partnership composed of J.C. Shane and R.C. Dickey, as contractors for the construction of the building on the property involved, have appeared in the special hearing had by the Board of Commissioners fixed for Thursday, February 15th, 1923, and after discussing the matters involved, the City Commission made the following proposition, looking toward the settlement of all the matters involved in the purchase by the City of said strip of land, said proposition to be accepted or rejected by all interested parties on or before Monday, February 19th, at three o'clock p.m., to-wit:

First: That the property owners shall forthwith convey the strip of land in question to the City of San Antonio, free of charge, and that the City of San Antonio shall pay said property owners the sum of \$6,000.00 as the reasonable lessened rental value of the premises in question, after the taking of said strip, and lessening the size of the barber shop building.

Second: That the City of San Antonio shall pay to the lessee the sum of \$12,000.00 to cover the cost of the extra work and material involved in readjusting the building and fixtures to the new property line and making the same of the size and character originally intended.

Third: To pay Mr Frizzell (the lessee of the barber shop in the rear of the premises in question) the amount of damages to be sustained by him through making of approximately seven feet from said barber shop. It is understood in making this proposition that Mr Frizzell will accept the sum of \$2000.00 to relinquish all leasehold rights, plus the reasonable cost of moving his barber shop to another location, such cost of moving to include the cost of the plumbing work incident to removing the fixtures and installing them in such new location, the City Building Inspector to superintend said moving.

Fourth: That any damages sustained through said change by any party hereto not covered by the items above specified are hereby waived.

Fifth: That the City shall immediately issue a permit to proceed with the building upon the new property line, as, as covered by present plans and specifications for the erection of the building referred to in paragraph two above.

Exhibit "C"

San Antonio, Texas, February 20, 1923.

TO THE HONORABLE MAYOR AND COMMISSIONERS OF THE CITY OF SAN ANTONIO:

Gentlemen:

Referring to your written proposition compromising the controversy in reference to the property known as 302 E. Houston Street at the corner of Navarro and Houston Streets as amended by you on February 20th, 1923, as we are authorized to accept said proposition as amended, said amendment being as follows: "Insofar as the taking of the strip of land here involved is concerned, it is understood that the benefits to the adjoining property incident to said taking are covered by said settlement. No assessment to cover the cost of said taking or to cover the improvement connected therewith shall be now or hereafter made by the City of San Antonio."

The acceptance of this proposition of course is made upon the understanding that the payments to be made by the City shall be made in cash so that the parties interested will not have to make any outlay of funds to carry out the agreement.

W.W. McAllister.
Attorney in fact for Owners.

Taliaferro Cunningham & Moursand
Attorney for Piggly Wiggly Stores, Inc.

Shane & Dickey
J.E. Dickey

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Exhibit "D"

San Antonio, Texas. Feb. 24, 1923.

To the Honorable Mayor and City Commissioners
City of San Antonio.
Bexar County, Texas.

Gentlemen:

Enclosed you will find a copy of my proposition to your Honorable Body with reference to the controversy arising over the barber shop leasehold at 504 Navarro Street, this City.

The contract sent me the 23rd inst for my acceptance and signature does not coincide with either the first or second paragraph of my proposition to you inasmuch as your contract stated \$2000 for damage and loss of time, business, etc. and a reasonable amount for the moving of said shop. This will not do. My understanding so far as I am informed, was that we had settled on the proposition offered by me, of which the enclosure is a true copy. I am perfectly willing and ready to accept this proposition and I can and will accept a store on Houston St. that will be suitable for my business, this I will designate to you later.

There are several objections to your contract or proposition; First you do not state the time that will be required in moving; second no arrangement with reference to breakage or damage from said move; third, that if there is a longer time than seven days required who shall bear this expense; in other words we feel that our contract is just and equitable and therefore request that you take this matter up with us after looking

over the enclosed contract re-submitted for your inspection, I am,

Yours truly,
J.D. Frizzell
504 Navarro St.

THE STATE OF TEXAS:
COUNTY OF BEXAR:

KNOW ALL MEN BY THESE PRESENTS:

That I, J.D. Frizzell, of the County of Bexar and State of Texas, submit the following proposition for your consideration, to-wit:

First. That the barber shop controlled by me at 504 Navarro Street, San Antonio, Bexar County, Texas, and known as the Radio Barber Shop, shall be raised, moved, and installed in new quarters of my selection at no expense to me, and with the least possible loss of time, satisfactory to all parties concerned, the entire expense, breakage, and damage, to be borne by you.

Second. Should the moving and installing not exceed one week of seven days, then I am to receive Two Thousand (\$2000) Dollars cash for such loss of time and business that will be lost by virtue of said move, and a proportionate amount should it require a longer time in making said move and installation, the time ~~xxxx~~ allowed or to be allowed for the making of such move and installing said shop not to exceed fifteen (15) days.

Third: Provided that a lease is procured on the Nix store selected by myself for a term of five (5) years at a monthly rental not to exceed One Hundred and Fifty (\$150) Dollars.

Signed this _____ day of _____ 1923.

We, the undersigned, accept the above proposition as stated and agreed to all of its terms

Mayor Black introduced an ordinance authorizing the Mayor to execute a deed of conveyance to all right of the City of San Antonio in and to City Block No. 173, in said City, which was read and held over.

On motion, duly seconded and carried, the meeting adjourned.

ATTEST:

O. C. [Signature]
CITY CLERK.

APPROVED *O. B. Black.*
MAYOR