

## MEETING OF THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:

THURSDAY, JANUARY 11th, A.D., 1923, 4 P.M.

PRESENT: Hon. O. B. Black, Mayor, presiding, and Commissioners Pfeiffer, Lambert, Wright.  
Absent, Commissioner Rieden.

Minutes of previous meetings were ordered approved.

## --- MEMORIALS AND PETITIONS ---

Petition of Harry Hertzberg, executor of estate of John Hoffman, for correction of tax assessment, was read and referred to Commissioner of Taxation.

Commissioner Wright recommended that the petition of A. N. Swinebrood to install gasoline tank and pump at 819 E. Houston St. be granted. Adopted.

Commissioner Wright also made the following recommendations, which were adopted:  
Petition of M. Gomez to install gasoline pump and tank at 407 Santa Rosa Ave. Granted.  
Petition of Wm. J. Krochel to install gasoline pump and tank at 915 E. Commerce St. Granted.

Commissioner Pfeiffer recommended that the petition of C. Buena for refund of one horse license be granted and refund made. Adopted.

The bid of the Monroe Calculating Machine Company for one calculating machine was opened, and, being the only bid received, was accepted on recommendation of Commissioner Pfeiffer, their bid being in the sum of \$400.00.

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

No. 490.

## AN ORDINANCE.

Appropriating the sum of \$3840. to pay estimate of work done on the Golf Club House by Henry A. Schoenfeld.

BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the sum of \$3840. be and is hereby appropriated out of the 1922 General Fund, Contingencies Dept., being amount of estimate of work complete on the Golf Clubhouse, to pay Henry A. Schoenfeld, contractor.

## AN ORDINANCE.

Authorizing the Mayor to enter into a contract with A. D. Politis, concerning concessions in various parks in the City of San Antonio.

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

Section One: That the Mayor be and he is hereby authorized, empowered and directed to enter into a contract with A. D. Politis, granting to the said A. D. Politis certain concessions in various parks in the City of San Antonio, a copy of which contract is hereto attached and made a part hereof.

THE STATE OF TEXAS:

COUNTY OF BEXAR:

WHEREAS, by instrument dated the ninth day of December, A.D., 1921, the City of San Antonio entered into a contract with A. D. Politis, granting to the said A. D. Politis the concessions therein enumerated in Brackenridge Park, Koehler Park, San Pedro Park and Roosevelt Park, and

WHEREAS, said contract contained among other provisions the following:

"The said A. D. Politis shall also have the right to erect such other buildings and stands that he may deem necessary, for the purpose of conducting and carrying on the privileges and concessions herein granted to him, provided however, he shall not construct any building or stand without first submitting the plans thereof to the Commissioner of Parks, Sanitation and Public Property, and without first obtaining from said Commissioner, permission to construct same, and any building that may be constructed at such places as may be designated by the Commissioner of Parks, Sanitation and Public Property; and provided further that the City of San Antonio shall at no time be at any cost or expense in the erection of any of said buildings or stands. It is understood, however, that the City of San Antonio will refund to the said A. D. Politis one-half of the amount of the cost of any building or buildings that may be erected by the said A. D. Politis, with the approval of the Commissioner of Parks, Sanitation and Public Property, at the expiration of this agreement, provided that the cost of construction of such buildings and stands shall be reasonable; and provided further that the said A. D. Politis shall have kept and performed all of the agreements herein contained, and in no event shall the City of San Antonio refund to the said A. D. Politis any amount of money on account of the cost of the construction of said buildings or stands, in excess of \$5,000.00.

"In the event this contract shall be renewed or extended for a period of four years, from and after the expiration hereof, or in the event any new contract or agreement covering the concessions herein granted shall be entered into with the said A. D. Politis at the expiration of this contract, for any period of time whatsoever, then in either of the said events, the said A. D. Politis agrees to waive the payment to him of all sums of money that might have been expended by him upon said improvements," and

WHEREAS, it is the desire of the City of San Antonio and of the said A. D. Politis to extend said contract for an additional period so that the same shall expire on the 31st day of December, A.D., 1928, and so that by such extension the City of San Antonio shall acquire title to all improvements made and to be made by the said A. D. Politis in accordance with the provisions of the former contract hereinabove quoted.

NOW THEREFORE, know all men by these presents that the City of San Antonio, for and in consideration of the payment to it by the said A. D. Politis of the sum of nine thousand and five (\$9005.00) dollars annually, in the manner hereinafter provided, does hereby give and grant to the said A. D. Politis upon the terms and conditions

hereinafter set forth, the exclusive right and privilege of erecting, maintaining and

ME-1106

- 1107

operating the following businesses in the parks below named, beginning on the date of the execution of this contract, and ending on the said 31st day of December, A.D., 1928, to-wit:

IN BRACKENRIDGE PARK: The sale of ice-cream, soft drinks, candy, cigars, cigarettes and tobacco; the sale of lunches, novelties, peanuts and pop-corn; the operation of the Japanese Tea Garden and Mexican Restaurant; the privilege of renting boats to be operated for pleasure; the privilege of conducting a grocery store at or near the camping grounds with the privilege of handling and selling automobile tires, gasoline, oil and auto-supplies and accessories.

IN KOEHLER PARK: The privilege of conducting a Swiss Inn, including lunches and soft drinks, cigars, cigarettes and tobacco, and such other things as are ordinarily sold in such places; also a peanut and pop-corn stand.

IN SAN PEDRO PARK: The privilege of selling soft drinks, candy, ice-cream, cigars, cigarettes, tobacco, chewing-gum, peanuts and pop-corn and such other things as are ordinarily sold in such places, together with same rights in San Pedro Bath House as are herein granted for bath house at Brackenridge Park.

IN ROOSEVELT PARK: The privilege of selling soft drinks, candy, cigars, cigarettes, tobacco, chewing gum, peanuts and pop-corn, and such other things as are ordinarily sold in such places.

It is agreed and understood that in no event shall intoxicating liquors of any description be permitted to be sold, given away or consumed in or near any of the stands or places operated by the said A. D. Politis. Neither shall any indecent or obscene pictures of any kind be exhibited, sold or given away in or near said places. Said places shall be conducted by the said A. D. Politis in a quiet, orderly manner and no loud, boisterous or vulgar language shall be permitted in or around said places; and no lewd women shall be permitted to work in or remain around said places, and no person who is objectionable to the Commissioners of the City of San Antonio or to the Commissioner of Parks, Sanitation and Public Property shall ever be employed in or around any of the said places of business and in no event shall any gambling or any game of chance or any slot machine embracing any game of chance be permitted in or around any of the said places. The prices charged for everything sold from said stands and concessions shall at all times be reasonable, and no exorbitant prices shall be charged. It is expressly provided that in the event of the violation on the part of the said A. D. Politis of any of the foregoing stipulations, conditions and agreements, that the Commissioners of the City of San Antonio may terminate this contract, after a hearing given the said A. D. Politis, in which event they may dispossess the said A. D. Politis and all of his sub-tenants from all of said parks. It is further understood and agreed by and between the City of San Antonio and the said A. D. Politis that should it be found or held at any time during the life of this contract that any of the rights, concessions and privileges herein granted to the said A. D. Politis are in conflict with any of the restrictions or requirements contained in the deeds, dedications, grants or conveyances by which title to said parks has been vested in the City of San Antonio, or dedicated to the public, then and in that event the Commissioners of the City of San Antonio shall have the right to cancel that portion of this contract, granting privileges, rights and concessions in conflict with such restrictions, -- it being the purpose and desire of the Commissioners of the City of San Antonio and the said A. D. Politis to comply with and not in any manner violate any of the restrictions contained in any of the deeds, gifts or donations of said parks for public use. The said A. D. Politis shall have the use and occupancy for the purpose of conducting the privileges and concessions herein granted, of the following places:

In Brackenridge Park: Two bath houses, dressing rooms and check rooms, subject to all conditions herein.

In Koehler Park: The Swiss Inn, Mexican Village and Japanese Tea Garden, which are in the Rock Quarry Park.

And as a part of the consideration of this contract and the extension of the old contract herein and hereby granted, the said A. D. Politis does hereby waive and relinquish all right and claim which he had against the City of San Antonio for a proportionate share of the cost of erecting such buildings and improvements as have been heretofore erected in any of the parks above named by the said A. D. Politis, and it is hereby expressly agreed that all improvements erected by the said A. D. Politis and all improvements that may be hereafter erected by him in any of said parks shall become the property of the City of San Antonio, without cost or charge to it upon the expiration of this contract.

It is expressly agreed and understood that the said A. D. Politis shall have the right to erect any buildings and improvements in said parks which may be reasonably proper and necessary for the carrying out of the purpose of this contract. It being further understood, however, that no buildings shall be erected by him which in the opinion of the Commissioners would not be ornamental or would detract from the attractiveness and usefulness of said parks; or would be contrary to the best interests of the public, and no buildings or improvements shall be erected by the said A. D. Politis without first obtaining the consent of the Commissioners of the City of San Antonio, expressed by resolution, in writing duly passed and approved.

It is expressly agreed and understood that nothing in this contract shall prevent the free, complete and unlimited use of all of said parks by the public for park purposes, together with all of the bathing privileges, now or heretofore or which may hereafter be afforded by the City to the public in general. Nothing herein shall be held or construed to in any manner prevent the City of San Antonio, or those legally in control of said parks from permitting performances, displays, tournaments, pageants or any other character of amusements or sports for the benefit of the public, the privilege of which has not been specifically granted to the said A. D. Politis by this contract, so long as the same does not interfere with the operation of the privileges and concessions herein granted to the said A. D. Politis. And it is specifically understood and agreed that the City may permit any of said parks to be used for picnic purposes and for public gatherings, and may grant the use of San Pedro Park and concessions named herein for Labor Day exercises on Labor Day, including the Sunday immediately preceding Labor Day; and also may grant the use of San Pedro Park to the Mexican Colony of San Antonio on the days known as "Diez y Seis de Septiembre" and "Cinco de Mayo" and the two days immediately following same. The City may also grant the use of San Pedro Park to the colored population for celebration upon the 19th day of June of each year, including the two days immediately following same; provided, however, the said A. D. Politis may also operate his concessions in said San Pedro Park upon said days, which had been operating for a period of six months prior thereto.

In order to clarify and render certain the intent of this contract, and for the purpose of obviating any misunderstanding which might arise by reason of any enumeration of the privileges granted to the said A. D. Politis it is hereby declared to be the intention of the City of San Antonio to give and grant to the said A. D. Politis exclusively

all of the concessions and privileges which are now or may hereafter be granted to individuals or corporations for purposes of giving a public service for which charge is to be made, and from which private profit may accrue, excepting, however, the privilege of selling golf goods and supplies at the Municipal Golf Links, it being understood that the City reserves the right to let the concession for the sale of golf goods and supplies to a person or persons other than the said A. D. Politis, should it so desire, at any and all times during the life of this contract; and it is expressly understood that the said A. D. Politis shall have any concessions which may in the future, during his contract, be given in connection with the bathing pool and bath-house now being erected in San Pedro Park. Provided further, however, that nothing in this paragraph shall be construed to include any privileges or concessions which are now by contract held by person or persons other than the said A. D. Politis.

For and in consideration of the privileges and concessions herein granted to the said A. D. Politis, he, the said A. D. Politis, has agreed and hereby binds and obligates himself to pay to the City of San Antonio the sum of nine thousand and five (\$9005) dollars annually, for all of the concessions and privileges so granted to him, beginning on the 31st day of December, A. D., 1922, which annual payments shall be made in equal installments, as follows: One installment on the first day of each April, May, June, July, August, September, October and November, during the life of this contract.

The said City of San Antonio shall have a lien upon all of the improvements, fixtures and appliances that may be placed in or upon any of said parks by the said A. D. Politis, or by any of his sub-lessees, to secure the payment of the City of San Antonio for the full amount herein agreed to be paid by the said A. D. Politis for said privileges and concessions. Said A. D. Politis shall not have the right to add any more amusement features in any of said parks without the consent of the Commissioners of the City of San Antonio.

It is expressly understood and agreed that this contract is intended as a renewal and extension of the contract heretofore held by the said A. D. Politis, and it is expressly understood that the bid made by the said A. D. Politis on the 17th day of October, A. D., 1921, shall be considered for the purpose of construing this contract wherever the same may be useful in explaining or arriving at the true intent hereof.

It is expressly understood that the said A. D. Politis shall have the privilege of sub-letting any of the concessions herein granted, provided that such concessions shall not be sub-let to any individual or association objectionable to the Commissioners of the City of San Antonio. It is further understood and agreed that the City of San Antonio shall furnish free of cost to the said A. D. Politis, electricity and water at the main refreshment stand in Brackenridge Park, provided that the said A. D. Politis shall be reasonably economical in the use of the same, and shall not permit any waste of either electricity or water. It is further understood and agreed that the City of San Antonio shall have the option of cancelling this contract at the end of any calendar year during the life of this contract. But should the City exercise this option, then it shall be required to pay in full to said Politis, the reasonable cost of such buildings and improvements as shall have been erected by him up to the time of receipt by him of notice of intention to cancel, as hereinafter provided. In event the said City and the said Politis are unable to agree as to the reasonable cost of such improvements or buildings, and any dispute arises in connection therewith, then the same shall be settled by a commission to be selected as follows:

One member thereof shall be selected by the said A. D. Politis; another member thereof shall be selected by the City of San Antonio, and the two members so selected shall select the third member, which commission shall be authorized to hear testimony and make a full investigation of any matters in controversy, and make full disposition thereof. In event the City desires to exercise the option provided in this paragraph, then it shall first give said A. D. Politis at least sixty days notice in writing of such intention.

Executed at San Antonio, this the 12 day of ~~January~~ January A. D., 1922.

Attest:

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

City of San Antonio  
By \_\_\_\_\_

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

No. 493.

AN ORDINANCE.

Appropriating \$15.00 to pay Mrs. R. Temple.

BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the sum of \$15.00 be and the same is hereby appropriated out of the 1922 General Fund, Contingencies Dept., to pay Mrs. R. Temple, fine ordered remitted by the Mayor.

AN ORDINANCE.

Authorizing the construction of an open crossing over the right of way and tracks of the San Antonio and Aransas Pass Railway Company at Summitt Avenue; and accepting the proposal of the San Antonio and Aransas Pass Railway Company for the joint construction and maintenance of said crossing by the City of San Antonio and said Railway Company; and repealing an ordinance passed and approved on the 25th day of September, A. D., 1922, authorizing the construction of a similar crossing over the tracks of the San Antonio and Aransas Pass Railway Company, to connect Frame Street with Kings Highway.

WHEREAS, the City of San Antonio is desirous of constructing and securing the construction of an open crossing over the right of way and tracks of the San Antonio and Aransas Pass Railway Company, at Summitt Avenue, and

WHEREAS, the said Railway Company is willing to co-operate with the City of San Antonio in the construction of said crossing and the maintenance thereof, and did on the 19th day of December, 1922, address a letter to D. D. Harrigan, City Engineer, a copy of which letter is hereto attached and made a part hereof, wherein the said Railway Company did specifically set out the extent to which it would assist the City in bringing about the construction of such crossing, and the portion thereof which it is willing to maintain, and,

WHEREAS, the proposal contained in said letter is acceptable to the CITY of San Antonio:

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

Section One: That the proposition and proposal contained in said letter hereto attached and made a part hereof, be and the same is hereby accepted in all things and that such letter, together with this acceptance shall be deemed and construed to constitute the

ME-1108

-1109

agreement and contract between the City of San Antonio and the San Antonio and Aransas Pass Railway Company, concerning the construction and maintenance of said crossing.

Section Two: It is further ordained by the Commissioners of the City of San Antonio that the City Engineer of the City of San Antonio be and he is hereby authorized to proceed with the construction of said crossing as speedily as practicable, in accordance with and under the terms of the agreement and proposal of said San Antonio and Aransas Pass Railway Company.

Section Three: That by the acceptance of said proposition and in accordance therewith, the City of San Antonio shall be required to only maintain the actual road-way and shall not be deemed or considered liable for the placing or maintenance of any crossing signal, warning signs or other safety appliances that are now or may hereafter be required by law to be placed or maintained by railroads at grade crossings.

Section Four: That the ordinance authorizing the construction of an open crossing over the right of way of the tracks of the San Antonio and Aransas Pass Railway Company to connect Frame Street with Kings Highway is hereby repealed, as this crossing will not be required to be constructed at the present time. Said ordinance was passed and approved on the 25th day of September, 1922, and recorded in Ordinance Book G, page 28 thereof.

September 12th, 1922.

Mr. D.D.Harrigan,  
City of San Antonio,  
San Antonio, Texas.

Dear Sir:

Referring to our conversation relative to opening crossing over our right of way and track in the City of San Antonio, so as to connect Frame Street with Kings Highway.

The railway company is willing to co-operate with you and assist you in opening this crossing under the following terms and conditions:

The Railway Company agrees to the construction of the crossing at the above mentioned place and to waive all claims for compensation for land acquired by the City for the purpose of making said crossing, and to also waive all claims for damages incident to the construction and operation of a public street across right of way and track at this place. The Railway Company further agrees to construct and maintain said crossing over its track from the ends of the ties on one side to the ends of the ties on the other.

The City of San Antonio is to construct and maintain at its own expense, without cost to the Railway Company, the crossing from the edge of the right of way to the ends of the ties on both sides of the track, and to put in all drains, tiles, culverts, etc., necessary for the proper handling of drainage and flow of water along the right of way, and under this crossing on both sides of the track, and will properly maintain said crossing with proper drainage facilities.

As we agreed this is a fair and reasonable proposition and if you will furnish me certified copy of Resolution or ordinance, which ever is necessary, passed by the City Council, agreeing to these terms and conditions, instructions will be issued to allow you to proceed with the work.

Yours truly,

(Signed) G.E. Chamberlain, Land & Tax Agent.

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

ME-1110

No. 487.

AN ORDINANCE.

Appropriating \$31,500.00 to pay semi-monthly pay roll for first half of January, 1923.

BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the sum of \$31,500.00 or so much thereof as may be necessary, be and is hereby appropriated out of the 1922 General Fund to pay semi-monthly pay roll for first half of January, 1923.

City Hall Dept. - - - -	200.00
Health Department - - -	400.00
Street Com. Dept. - - -	18000.00
Street C.&S. Dept. - - -	8600.00
Rivers & Ditches Dept.	500.00
Contingencies Dept. - -	300.00
Sewer Const. Dept. - - -	3000.00
Cemetery Dept. - - - -	500.00
	<u>\$31,500.00</u>

-1111

No. 488.

AN ORDINANCE.

Appropriating sundry sums of money to pay semi-monthly pay roll for first half of January, 1923.

BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the following sums of money or so much thereof as may be necessary, be and are hereby appropriated out of the following funds to pay semi-monthly pay roll for first half of January, 1923.

Park Improvement Fund of 1919 -	300.00
River Improvement Fund of 1919 -	600.00
Bridge Fund of 1919 - - - -	300.00
	<u>\$1200.00</u>

-1112

No. 489.

AN ORDINANCE.

Appropriating \$300.00 to pay various Express & Freight charges.

BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the sum of \$300.00 or so much thereof as may be necessary be and the same is hereby appropriated out of the 1922 General Fund to pay various express and freight charges for the next five months.

-1113

No. 491.

AN ORDINANCE.

Appropriating various sums of money to pay merchants bills.

BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the following sums of money or so much thereof as may be necessary, be and the same

is hereby appropriated out of the following funds to pay various merchants bills, as per itemized invoices now on file in the office of the City Auditor:

1922 General Fund (Sewer Construction Dept.)-	\$761.19
Zoo Fund - - - - -	100.00
	<u>\$861.19</u>

ME-1114

No. 492.

AN ORDINANCE.

Appropriating funds to pay interest on City warrants.  
BE IT ORDAINED by the City Commissioners of the City of San Antonio, that, the following sums be, and are hereby, appropriated, as follows:

TO PAY CITY NATIONAL BANK:

To pay out of 1921 General Fund, Interest @ 5% on 1921 G. F. Warrants, amounting to \$35,815.86, for December, 1922 ..... \$ 144.53

To pay out of 1922 General Fund, Interest @ 5% on 1922 G. F. Warrants, amounting to \$1,376,846.21 for December, 1922 ..... \$5,500.46

TO PAY COMMONWEALTH BANK & TRUST CO:

To pay out of 1922 General Fund, Interest @ 5% on 1922 G. F. Warrants, amounting to \$57,964.29, December 19th to 31st inc. 1922... \$ 87.22  
\$5,782.21

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

- 1115

AN ORDINANCE.

Changing the name of City Cemetery No. 8 to San Jose Burial Park.  
BE IT ORDAINED by the Commissioners of the City of San Antonio:  
Whereas, the Cemetery belonging to the City south of town is now known as City Cemetery No. 8, and with such designation does not indicate where it is, or what purpose it is now or hereafter to be used for, be it therefore ORDAINED that the said Cemetery be known as the San Jose Burial Park. And that the City Clerk be instructed to notify the proper officers of the City of the change of name.

On motion duly seconded and carried, the meeting adjourned.

APPROVED *W. B. Rosend*  
Mayor

ATTEST:

*O. C. Spivey*  
City Clerk.