

15 of February of each year and the second installment to be paid on or before the 15 of November of each year. Lessee shall have at least two race meets each year and at each race meet the City shall be paid the gross receipts when taken in, from the operations of the race plant for one day, less the necessary cost of the operations of the race plant for that day, which shall not exceed the average daily expenses; and if the semi-annual installments shall have been paid by Lessee before that day, the amount of that installment shall be deducted from such City receipts. If the City shall collect more than the amount of the first semi-annual installment, such excess shall be credited on said second semi-annual installment; it being the intention that if the proceeds of said San Antonio day or days of the race meet or race meets in any year shall exceed \$10,000.00, such excess shall be paid to the City of San Antonio when taken in, but of the aggregate of such proceeds shall be less than said \$10,000.00 the Lessee shall make the difference and pay the annual rental of \$10,000.00 per year as specified.

7. Should there at any time be any default in the payment of rentals provided herein, or should there be any breach of any of the covenants or conditions herein contained, or any abandonment of the premises, the City of San Antonio may, at its option, declare this lease cancelled and re-enter said premises and remove all persons therefrom and take possession of all property of Lessees thereon, without prejudice to any legal remedy existing for the collection of rents or the enforcement of the terms and conditions of this lease, all claims for damages, if any, by reason of such re-entry being hereby expressly waived.

8. Upon the termination of this lease for any cause, all improvements and buildings placed thereon shall become the absolute property of the City of San Antonio, and it is the intention of the parties that such buildings and improvements shall be realty.

9. Upon the termination of this lease the Lessees may remove all personal property from the premises if the Lessees are not indebted to the City of San Antonio in any particular, provided however, that all buildings, appurtenances and equipment shall remain the absolute property of the City of San Antonio. The City of San Antonio shall have, and is hereby given, a valid lien upon all improvements, buildings, structures and personal property belonging to the Lessees upon said premises during the term of this lease as security for the payment of all rentals due or to become due herein, and for the performance of all other obligations hereunder.

10. The Lessees agree that in the construction of the necessary building here contemplated, San Antonio materials are to be used and San Antonio labor is to be used as far as possible (technical experts excluded), and all contractors or sub-contractors engaged by the Lessees herein shall compensate such labor according to the prevailing wage scale.

11. If the Lessees herein shall desire to incorporate and procure a charter for the purpose of operating the race track herein referred to, the general public shall not be solicited to purchase any stock of said corporation through salesmen, letters or advertisements; lessees, however, shall have the right to sell stock of such corporation to any person desiring to obtain an interest in such enterprise.

12. The Lessees may transfer and assign this lease contract to a corporation when so organized, but if the Lessees herein shall desire to convey or assign this lease to any other person or persons or any corporation other than the one contemplated by the parties here, the permission of the City Council shall be first obtained in writing.

13. The Lesse herein shall hold the City harmless, indemnify and reimburse it against any damages against it as a result of any injury to persons using or occupying the above described premises and buildings, and Lessees shall make active defense of any suit arising out of any claim for damages against the City of San Antonio as a result of injuries to persons in and upon said

property and buildings.

14. This lease contract is entered into with the further express condition that the race meets to be conducted, as contemplated by this lease, shall be in full conformity with the laws of the State of Texas and any and all rules promulgated by the Racing Commission of the State of Texas and the ordinances of the City of San Antonio, and the use of the premises by the Lessees shall in no manner be in violation of any of the laws of the United States, the State of Texas or any ordinance of the City of San Antonio.

15. No building now situated upon the above described property shall be dismantled until Lessees are ready and able to start construction of said race track, its appurtenances and equipment, and such buildings shall not be dismantled until permission of the City Council has been obtained to do so, but such permission shall not be withheld if and when Lessees produce evidence of their ability and readiness to proceed with such construction. The buildings and improvements and materials now upon said leased premises may be used in the building of said new buildings and structures, and the making of said improvements, as far as said present improvements and materials are suitable in kind and design.

16. If any of the provisions and stipulations of this lease contract be violated by Lessees herein, this lease shall automatically terminate and be at an end, and all buildings, appurtenances and equipment situated upon the property herein described shall be forfeited to the City of San Antonio.

17. The Lessees shall not permit any lien of any character to be fixed upon the realty herein described, and the City of San Antonio shall in no event be liable for any water furnished or to be furnished to the Lessees herein by the Water Works Board of Trustees.

18. The Lessees shall make all necessary sewer, water, gas and electricity and all other public utility connections, and shall promptly pay all charges that may be made for such service.

19. The foregoing instrument in writing constitutes the entire agreement between the parties there being no other written or parol agreement with any officer or employee of the City, it being understood that the charter of the City requires all of the contracts with the City to be in writing and authorized by ordinance.

20. This contract shall be accepted and binding upon the Lessees by the signatures subscribed to this instrument.

21. This ordinance abrogates the contract of the 22 of March, 1934, between the parties hereto, and all proceedings in connection therewith.

22. PASSED AND APPROVED this 30 day of May, A. D. 1935.

C. K. Quin.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

The foregoing contract accepted by the undersigned, A. Robinson, C. W. Hay acting by and through P. A. Dwyer, Attorney-in-Fact, and P. A. Dwyer.

C. W. Hay, By P. A. Dwyer.

P. A. Dwyer.

A. Robinson.

AN ORDINANCE **OH-139**

AMENDING "AN ORDINANCE REGULATING THE SALE OF BEER IN SAN ANTONIO AND PROVIDING FOR THE LICENSING OF DEALERS AND FOR THE ASSESSMENT AND COLLECTION OF THE LICENSE FEES", BY REPEALING SECTION 13 AND SECTION 14.

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

1. That Section 13, as follows:

"13. When any person purusing the occupation of selling beer under license issued in accordance with the stipulations of this ordinance, is prevented from pursuing such occupation for the full time to which he would be otherwise entitled, the proportionate amount of license fees paid by him for the unexpired term shall be refunded to him, using the month as the unit of measure."

and Section 14, as follows:

"14. In the event of the death of any licensee or the dissolution of any corporation or partnership, leaving unearned portion of any license issued, the legal representatives of such deceased person or surviving partner or director of such corporation may present the license to the City and receive payment of the unearned portion of license fee collected."

Of "AN ORDINANCE REGULATING THE SALE OF BEER IN SAN ANTONIO AND PROVIDING FOR THE LICENSING OF DEALERS AND FOR THE ASSESSMENT AND COLLECTION OF THE LICENSE FEES", passed on the 12 day of September, A. D. 1933, be and the same are hereby repealed.

2. PASSED AND APPROVED this 13 day of June, A. D. 1935.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

THE STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO.

Before me, the undersigned authority, on this day personally appeared C. L. Buchanan, who being by me duly sworn, says on oath that he is Publisher of the San Antonio Light 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: June 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 1935.

C. L. Buchanan

Sworn to and subscribed before me this 3rd day of July 1935.

J. D. Massey.
Notary Public in and for Bexar County,
Texas.

AN ORDINANCE **OH-140**

ACCEPTING GENERAL BID OF H.J.VONROSENBERG ALSO ACCEPTING ALTERNATE NO. 1, OF H.J.VON ROSENBERG, FOR CONSTRUCTION OF ADDITIONS AND TO RENOVATION OF THE PROSPECT HILL BRANCH LIBRARY; AND AUTHORIZING CONTRACT AND APPROPRIATING MONEY THEREFOR.

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

1. That the City does hereby accept the attached written proposal of said party in the caption hereof, dated May 30, 1935, and offering to construct additions to and renovation of the Prospect Hill Branch Library, in the City of San Antonio, Bexar County, Texas, for \$4783.00;

2. That the City does hereby also accept the attached written proposal Alternate No. 1 of said party in the caption hereof, dated May 30, 1935, and offering to redecorate the Auditorium portion of the Prospect Hill Branch Library, in the City of San Antonio, Bexar County, Texas, for \$110.00; all in accordance with the written specifications and description and drawings prepared and submitted by Bartlett Cocke, Architect; provided said party making said proposals shall

strictly comply with all requirements made by or under the provisions of this ordinance and all instruments herein referred to, which are made a part hereof.

3. That the Mayor is hereby authorized to require and approve on behalf of the City proper bond or bonds for the performance and completion of said undertakings.

4. That the Mayor is hereby authorized to cause and require the execution and delivery of a written contract to be drawn in accordance with said proposal, and the terms and conditions understood and required as applicable to said matter.

5. That to defray the costs and expenses to be paid by the City by reason of the premises, the sum of \$4,893.00 or as much thereof as may be necessary, shall be and the same is hereby appropriated out of the 1935 General Fund - Contingent Account.

6. All other bids are hereby rejected.

7. PASSED AND APPROVED this 18 day of June, A. D. 1935.

C. K. Quin.
Mayor.

ATTEST: Jas. Simpson.
City Clerk.

AN ORDINANCE **OH-141**

GRANTING THE PETITION OF H. C. HOGUE FOR PERMISSION TO USE THE CITY SANITARY SEWER.

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

1. That the petition of H. C. Hogue, owner of Lot No. 4, Block No. 73, County Block No. 4060 in Los Angeles Heights Subdivision, outside the City Limits of the City of San Antonio, for a license to use the sanitary sewerage system of the City of San Antonio, through means to be made by the Licensee, is granted hereby, subject to the following precedent conditions:

2. That the permit hereby granted is purely temporary and the City reserves the right to revoke same at any time, with or without notice, for any reason that may in the judgment of the City be sufficient.

3. The connection with the City sewer to be made at the risk of the licensee.

4. That this permit is intended to cover only the sewage from the property of H. C. Hogue, the said petitioner, as same is now situated on said premises at 112 Lee Hall Street, outside of the City Limits, and no other person or persons shall be allowed or permitted by the person to whom this permit is granted, his agents, servants, or employees, to use the said City sanitary sewers through the connection here permitted to be made.

5. That the use to be made of said sewer connecting with the City sewerage system shall be subject to the regulation and direction of the City and no use shall be made hereof which might in any way impair the City Sewer system or cause same to be obstructed or damaged in any manner whatsoever.

6. That in consideration of the permit hereby granted and the service to be rendered the said license hereunder, said grantee agrees to pay the City of San Antonio, as a rental charge the schedule of fees fixed, and to be fixed, by the Ordinances of the City of San Antonio, said rental commencing on the date of connection made with the City sanitary sewers, but in the event the permit hereby granted is cancelled for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises.

7. That the inspectors of the City shall have free access to the grantee's premises and all buildings situated thereon during the continuance of this permit and while said premises are

connected with said City sanitary sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers, and that all conditions as herein embodied are being faithfully observed.

8. All expense incident to making this connection with the City sewers shall be borne by the petitioner, and the petitioner shall indemnify, hold and save harmless the City against any loss or damage of any character whatsoever incident to or caused by the use of the facilities here now granted.

9. This Ordinance shall become effective upon the filing by the petitioner of written acceptance of same with the City Clerk.

10. The City of San Antonio shall never be liable to the licensee for pecuniary damages for failure to take and treat the sewage of the licensee, said right of action is waived as a part of the consideration of this permit.

11. PASSED AND APPROVED this 3rd day of July, A. D. 1935.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

AN ORDINANCE *OH-142*

LIMITING RATES TO BE CHARGED FOR TELEPHONE SERVICE IN THE CITY OF SAN ANTONIO, TEXAS.

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

1. That from and after the 1st day of July, 1918, the following schedule of rates and charges for local exchange telephone service within the corporate limits of the City of San Antonio is hereby fixed and authorized for the classes of local telephone service furnished by the San Antonio Exchange, the amounts for the classes of such service hereinafter set out:-

2. \$2.00 per month for measured service residence telephones, including 60 outgoing calls per month, excess calls 2¢ each: All incoming calls free.

\$3.00 per month for flat rate residence telephone service.

\$4.00 per month for measured service business telephones, including 80 outgoing calls per month, excess calls 3¢ each. All incoming calls free.

\$7.50 per month for flat rate business telephone service.

\$7.50 per month for P.B.X. trunks.

3. The Company shall within sixty days after the first six months such new rates have been installed, and again within thirty days after any subsequent request made by the Commissioners of the City of San Antonio, filed with the City Clerk a statement and report showing the result of the operation under such new and increased rates.

4. The Mayor and Commissioners of the City, in no way waive or relinquish their right to pass any other and further regulatory measures as same may become necessary in the future, but on the contrary expressly reserve to themselves the right to revise the rates at such times and in such manner as the facts existent in the future may warrant.

5. The rates fixed by the ordinance authorizing rates for local telephone service of the 20th of June, 1918, and the provisions thereof are continued hereby in full force and effect.

6. The ordinance of the 21st of June, 1935 fixing the rates for local exchange service by the Southwestern Bell Telephone Company, which never became effective, is revoked and repealed hereby.

7. PASSED AND APPROVED this 29th of June, A. D. 1935.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

AN ORDINANCE 0 H-143

ORDERING A SPECIAL ELECTION IN THE CITY OF SAN ANTONIO TO SUBMIT TO THE QUALIFIED VOTERS WHO OWN TAXABLE PROPERTY IN SAID CITY AND WHO HAVE DULY RENDERED THE SAME FOR TAXATION, FIVE SEPARATE PROPOSITIONS TO BORROW MONEY ON THE CREDIT OF THE CITY/TO ISSUE BONDS OF THE CITY FOR PERMANENT PUBLIC IMPROVEMENTS IN AND FOR SAID CITY, AS FOLLOWS: (A) \$300,000.00 TO CONSTRUCT A COLISEUM IN ROOSEVELT PARK; (B) \$130,000.00 TO CONSTRUCT A STADIUM IN SAN JACINTO PARK; (C) \$50,000.00 TO CONSTRUCT MONUMENTS IN PUBLIC PLACES; (D) \$10,000.00 TO CONSTRUCT ADDITION TO WITTE MUSEUM: (E) \$10,000.00 TO CONSTRUCT PERMANENT IMPROVEMENTS IN THE SUNKEN GARDEN.

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

1. That an election is ordered hereby to be held in the City of San Antonio on the 15th of October, 1935, and the Mayor is directed to issue his proclamation calling said election, at which election five certain separate propositions to borrow money on the credit of the City of San Antonio and to issue bonds for permanent public improvements shall be submitted to the qualified voters under Article VI, Section 3-A of the Constitution of Texas, the purposes for which the loans are desired and the permanent public improvements to be constructed are distinctly specified herewith as follows: to-wit:

A- COLISEUM BONDS: \$300,000.00

2-A. Shall the Board of Commissioners of the City of San Antonio be authorized to borrow \$300,000.00 on the credit of the City and to issue bonds therefor for permanent public improvements, said bonds to be of the denomination of \$1,000.00 each, to mature within a period of 20 years, to be payable serially in yearly installments as nearly equal as practicable each year respectively from 1 to 20 years, both inclusive; said bonds to bear interest from date at a rate of not more than 4 per cent per annum, payable semi-annually, said Board of Commissioners to be authorized to negotiate the bonds in lots as the Board of Commissioners may determine and direct, and the Board of Commissioners to be authorized to assess, to levy and collect yearly, sufficient taxes, upon property in San Antonio to pay the interest on said bonds as the same becomes payable and to create a sinking fund of at least 2 per cent to pay said bonds at maturity.

3-A. Said loan is desired to construct permanent public improvements being a Coliseum, the fixtures, appurtenances and accessories thereof in Roosevelt Park, a public place belonging to the City of San Antonio within its corporate limits.

B-STADIUM BONDS: \$130,000.00

4-B: Shall the Board of Commissioners of the City of San Antonio be authorized to borrow \$130,000.00 on the credit of the City and to issue bonds for permanent public improvements, said bonds to be of the denomination of \$1,000.00 each, to mature within a period of 20 years, to be payable serially in yearly installments as nearly equal as practicable each year respectively from 1 to 20 years, both inclusive; said bonds to bear interest from date at rate of not more than 4 per cent per annum, payable semi-annually, said Board of Commissioners to be authorized to negotiate the bonds in lots as the Board of Commissioners may determine and direct, and the Board of Commissioners to be authorized to assess, to levy and collect yearly, sufficient taxes upon property in San Antonio to pay the interest on said bonds as the same becomes payable and to create a sinking fund of at least 2 per cent thereon to pay said bonds at maturity.

5-B. Said loan is desired to construct permanent public improvements being a Stadium, the fixtures, appurtenances and accessories thereof in San Jacinto Park, a public place belonging to the City of San Antonio within its corporate limits.

C-MONUMENTS BONDS: \$50,000.00

6-C. Shall the Board of Commissioners of the City of San Antonio be authorized to borrow