

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

MONDAY, SEPTEMBER 18TH, A. D. 1933, 3:30 P. M.

PRESENT: Honorable C. K. Quin, Mayor, presiding, and Commissioners, Bushick, Rubiola, Steffler, Wright.

The Clerk read the following call, to-wit:

To The Commissioners of the
City of San Antonio.

San Antonio, Texas.
September, 18th, 1933.

Gentlemen:-

I have called you in Special Session this the 18th day of September, A. D. 1933, at 3:30 P. M. for the purpose of submitting for your consideration the following to-wit:

- (1) AN ORDINANCE AUTHORIZING THE PROJECT OF AN ADDITION TO THE WITTE MEMORIAL MUSEUM BY THE CITY OF SAN ANTONIO AND FOR THE ALLOCATION OF \$50,000.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (2) AN ORDINANCE AUTHORIZING THE PROJECT OF A CITY MERCHANDISING AND PRODUCE MART BY THE CITY OF SAN ANTONIO AND FOR THE ALLOCATION OF \$721,914.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (3) AN ORDINANCE AUTHORIZING THE PROJECT OF NEGRO CENTRAL COMMUNITY CENTER AND FOR THE ALLOCATION OF \$97,116.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (4) AN ORDINANCE AUTHORIZING THE PROJECT OF A NEGRO LIBRARY-AUDITORIUM AND FOR THE ALLOCATION OF \$10,600.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (5) AN ORDINANCE AUTHORIZING THE PROJECT OF A MAUSOLEUM IN SAN JOSE BURIAL PARK AND FOR THE ALLOCATION OF \$300,000.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (6) AN ORDINANCE AUTHORIZING THE PROJECT OF THE LINCOLN NEGRO ATHELETIC FIELD AND FOR THE ALLOCATION OF \$31,270.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (7) AN ORDINANCE AUTHORIZING THE PROJECT OF WEST SIDE NEGRO COMMUNITY CENTER AND FOR THE ALLOCATION OF \$58,618.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.
- (8) AN ORDINANCE CREATING AN OIL AND GAS LEASE BETWEEN J. W. JOHNSON AND THE CITY OF SAN ANTONIO ON THE EXPOSITION PARK.
- (9) A RESOLUTION DIRECTING THE CITY CLERK TO ADVERTISE FOR FOR BIDS FOR CONCESSIONS IN CERTAIN CITY PARKS.

Respectfully,

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

ML-816 AN ORDINANCE

AUTHORIZING THE PROJECT OF AN ADDITION TO THE WITTE MEMORIAL MUSEUM BY THE CITY OF SAN ANTONIO AND FOR THE ALLOCATION OF \$50,000.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct an ADDITION TO THE WITTE MEMORIAL MUSEUM by the City of San Antonio, a Home Rule municipality under the Constitution and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property to be acquired by the City of San Antonio, and the allocation by the United States of America in the sum of \$50,000.00 to provide for its construction under the provisions of Sections 202 and/Or 203, 206, 207 and 208 of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, lease contract, lien, mortgage, bond, note or certificate which is now required or which

may be required hereafter by the Administrator of Public Works appointed by the President, or such other agency of the United States in which is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fully and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project approved.

5. PASSED AND APPROVED this 18th day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

ML-817

AN ORDINANCE

AUTHORIZING THE PROJECT OF A CITY MERCHANDISING AND PRODUCE MART BY THE CITY OF SAN ANTONIO AND FOR THE ALLOCATION OF \$721,914.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct a CITY MERCHANDISING AND PRODUCE MART by the City of San Antonio, a Home Rule municipality under the Construction and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property to be acquired by the City of San Antonio, and the allocation by the United States of American of the sum of \$721,914.00 to provide for its construction under the provisions of Section 202 and/or 203, 206, 207 and 208 of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, lease, contract, lien, mortgage, bond, note or certificate which is now required or which may be required hereafter by the Administrator of Public Works appointed by the President, or such other agency of the United States in which is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fully and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project approved.

5. PASSED AND APPROVED THIS 18 day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

- 818

AN ORDINANCE

AUTHORIZING THE PROJECT OF NEGRO CENTRAL COMMUNITY CENTER AND FOR THE ALLOCATION OF \$97,116.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct NEGRO CENTRAL COMMUNITY CENTER by the City of San Antonio, a home Rule municipality under the Constitution and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property of the City of San Antonio, and the allocation by the United States of America of the sum of \$97,116.00 to

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provide for its construction under the provisions of Sections 202 and/or 203, 206, 207 and 208 of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, lease, contract, lien, mortgage, bond, note or certificate which is now required or which may be required hereafter by the Administrator of Public Works appointed by the President, or such other agency of the United States in whom is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fully and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project approved.

5. PASSED AND APPROVED this 18day of August, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved, by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

ML-819 AN ORDINANCE

AUTHORIZING THE PROJECT OF A NEGRO LIBRARY-AUDITORIUM AND FOR THE ALLOCATION OF \$10,600.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct a NEGRO LIBRARY-AUDITORIUM by the City of San Antonio, a Home Rule municipality under the Constitution and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property of the City of San Antonio, and the allocation by the United States of America of the sum of \$10,600.00 to provide for its construction under the provisions of Section 202 and/Or 203, 206, 207 and 208, of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, contract, lien, mortgage, bond, note or certificate which is now required or which may be required hereafter by the Administrator of Public Works appointed by the President, or such other agency of the United States in whom is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fully and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project approved.

5. PASSED AND APPROVED this 18 day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

- 820 AN ORDINANCE

AUTHORIZING THE PROJECT OF A MAUSOLEUM IN SAN JOSE BURIAL PARK AND FOR THE ALLOCATION OF \$300,000.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct a MAUSOLEUM AT SAN JOSE BURIAL PARK by the City of San Antonio, a Home Rule municipality under the Constitution and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property of the City of San Antonio, and the allocation by the United States of America of the sum of \$300,000.00 to provide for its construction under the provisions of Section 202 and/or 203, 206, 207 and 208 of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, lease, contract, lien, mortgage, bond, note or certificate which is now required or which may be required hereafter by the Administrator of Public Works appointed by the President or such other agency of the United States in whom is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fully and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project approved.

5. PASSED AND APPROVED this 18th day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayow Quin, introduced the following ordinance, which was read and passed and approved by the following vote: roll call, aye-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

ML-821

AN ORDINANCE

AUTHORIZING THE PROJECT OF LINCOLN NEGRO ATHLETIC FIELD AND FOR THE ALLOCATION OF \$31,270.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct LINCOLN NEGRO ATHLETIC FIELD by the City of San Antonio, a Home Rulr municipality under the Constitution and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property of the City of San Antonio, and the allocation by the United States of America of the sum of \$31,270.00 to provide for its construction under the provisions of Section 202 and/Or 203, 206, 207, and 208 of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, lease, contract, lien, mortgage, bond, note or certificate which is now required or which may be required hereafter by the Administrator of Public Works appointed by the President, or such other agency of the United States in whom is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fully and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project, approved.

5. PASSED AND APPROVED this 18 day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

ML-822 AN ORDINANCE

AUTHORIZING THE PROJECT OF WEST SIDE NEGRO COMMUNITY CENTER AND FOR THE ALLOCATION OF \$58,618.00 BY THE UNITED STATES FOR ITS CONSTRUCTION UNDER THE NIRA.

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

1. That the project to construct WEST SIDE NEGRO COMMUNITY CENTER by the City of San Antonio, a Home Rule municipality under the construction and Laws of the State of Texas, incorporated in the year A. D. 1836, acting by and through its Mayor, C. K. Quin, on property of the City of San Antonio, and the allocation by the United States of America of the sum of \$58,618.00 to provide for its construction under the provisions of Sections 202 and/or 203, 206, 207 and 208 of the National Industrial Recovery Act approved on the 16 of June, 1933, be and the same is hereby approved and authorized.

2. The Mayor of the City of San Antonio is hereby empowered and authorized to execute every deed, lease, contract, lien, mortgage, bond, note or certificate which is now required or which may be required hereafter by the Administrator of Public Works appointed by the President or such other agency of the United States in whom is vested the presidential function.

3. The application for a loan to the Federal Emergency Administration of Public Works is approved as a part of this ordinance by reference as fullu and to all intents and purposes as if it were copied in full here.

4. The City of San Antonio will pass such other ordinances which may be necessary to accomplish the completion of the project approved.

5. PASSED AND APPROVED this 18 day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

Mayor Quin, introduced the following ordinance, which was read and passed and approved, by the following vote on roll call, to-wit; Ayes, Quin, Bushick, Rubiola, Steffler, Wright.

-823 AN ORDINANCE

CREATING AN OIL AND GAS LEASE BETWEEN J. W. JOHNSON AND THE CITY OF SAN ANTONIO ON THE EXPOSITION PARK.

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

1. That this ordinance creates and mainfests a contract between the City of San Antonio a municipality of the State of Texas, hereinafter called LESSOR, and J. W. Johnson, of the County of Bexar and State of Texas, hereinafter called LESSEE, in words and figures as follows, to-wit:

2. "That Lessor, for and in consideration of the sum of \$1.00 to it in hand paid, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day leased and hereby leases and lets unto the Lessee for the purpose of mining and operating for and producing oil and/or gas, lying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce and save, take case of and manufacture oil of such substances, the following described tract of land in Bexar County, Texas, to-wit:-

3. All those certain tracts or parcels of land lying and being in Bexar County, Texas, on the North side of the Saint Hedwick Road and East of the Right of Way of the San Antonio Belt and Terminal Railway Company, out of Original City Lots Six (6) and Seven (7), and the Railroad Reserve," in District 1, of the Ancient City Tract, and out

of Survey Number Fifteen (15), patented to George W. Paschal, assignee of Guillermo Nunez, on August 1, 1854, by Patent No. 119, Volume 11, embraced within the following field notes, to-wit:-

Begging at a fence corner on the North side of the Saint Hedwig Road and the East right-of-way fence of the San Antonio Belt and Terminal Company, for the Southwest corner of this tract of land; Thence along said East right-of-way fence North 1923.0 feet to an angle point; Thence continuing along said fence North 5 degrees 50' East feet to an angle point; Thence continuing along fence North 19 degrees 47' East 211.0 feet to a fence corner of this tract, said corner being also to Southwest corner of the A. C. Gembler 17.27 acre tract; Thence North 88 degrees 24' East along the North fence line of this tract 2661.71 feet to a point; Thence leaving fence South 0 deg. 13' East 2787.63 feet to a point in the fence along the North side of the Saint Hedwig Road for the Southeast corner of this tract; Thence along said fence South 89 degrees 47' West 2783.01 to the place of beginning one hundred and seventy-five (175) acres of land, more or less; Saving and excepting therefrom the following tracts of land heretofore conveyed by the International Exposition:- 1st. - 1.21 acres of land to Willow Springs Golf Club, on May 15, 1926, by deed recorded in Volume 894, page 397, of the Bexar County Records; 2nd. 1.93 acres of land, to Bexar County, on May 15, 1926, by deed recorded in Volume 891, page 638, of said Records; and 3rd. An undefined acreage, for road purposes, to Bexar County, on January 19, 1928, by deed recorded in Volume 1007, page 355 of said Records; now known as "Exposition Park".

4. This lease shall remain in force for a term of one year and as long thereafter as oil, gas, or either, is produced as a result of the operations of Lessee.

5. The Lessee shall deliver to the credit of Lessor as royalty, free of cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the Lessee's option may pay to the Lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

6. The Lessee shall pay to Lessor as royalty one-eighths of the proceeds from the sale of gas, as such, for gas from wells where gas only is found. The Lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal house on said land by making its own connections with the well, the use of said gas to be at the Lessor's sole risk and expense. The Lessee shall pay to Lessor for gas produced from any oil well and used by the Lessee for the manufacture of gasoline, or any other product, as royalty one-eighth of the market value of such gas.

7. If the drilling of an oil or gas well is not commenced on the said premises described above before the 1 day of February, 1934, and drilling prosecuted diligently to a depth of 3500 feet, unless oil or gas is produced at lesser depth on commercially paying quantities as a result of the operations of the Lessee, this lease shall terminate and paragraph 4 shall become null and void.

8. The property described is owned by the Lessor as an Exposition Park, Fair Grounds and Race Course, and the operations by the Lessee shall not interfere with such use and no well shall be drilled on the site of the Race Track, nor any structure built to interfere with the Race Tract, nor within 100 feet of any building.

9. In the event oil or gas is produced by the Lessee on these premises or in the event that oil or gas is produced on any adjoining premises, the Lessee shall develop the premises of the Lessor diligently to prevent under-draining; but this lease shall not be forfeited on account of the failure of the Lessee to drill wells in places prohibited under the terms of this lease except in the event the Lessor waives the limitations.

10. In case said Lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee.

11. The Lessee shall have the right to use, free of cost, all gas, oil and water produced

by the Lessee on said land for the operation of the Lessee. Pipe lines, wires and other things incidental to the drilling for oil and gas and the production and transportation and care thereof, shall be put at places where no damage or interference will be done to the property of the Lessor, and the Lessee shall pay all damages caused by its operations on the premises. The Lessee shall have the right at any time, before or after the expiration of this lease, to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove casing, if at any time of such removal the Lessee is not indebted to the Lessor.

12. If any well is drilled through the artesian water strata and no oil or gas is produced by Lessee in commercially paying quantities under the terms of this lease, and in the event such well be cased through such artesian water strata Lessors shall have the option of tendering unto Lessee within ten days after the completion of such well by Lessee in cash the then reasonable value of the casing in such well to the bottom of such artesian water strata, whereupon the Lessee obligations himself to plug back such well through artesian water strata and to rip such casing through the artesian water strata, whereupon Lessee shall have no further interest in said well or casing, and thereupon the said money tendered shall be paid to Lessee. Nothing herein contained shall in any event prevent the withdrawal of any casing in such well by the Lessee below the artesian water strata known to exist under said premises.

13. If prior to the production of oil or gas in commercially paying quantities, the first well is abandoned by Lessee before reaching the bottom of the artesian water strata, Lessor shall have the right and privilege to take over such well and complete same as a water well, and Lessee shall leave all casing in said well free of cost to the Lessor.

14. If the estate of either party hereto is assigned (and privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no charge of ownership in the land or in the rentals or royalties shall be binding on the Lessee, his heirs or assigns, until Lessee has been furnished with the written transfer or assignment or a certified copy thereof, but Lessee shall in no event sell or assign any part of this lease in tracts of less than 40 acres, until production is obtained in the quantities provided in paragraph 7 hereof.

15. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. If at any time there be more than four parties entitled to rentals or royalties, Lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

16. Except as against the rights of the public in these premises, Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option it shall be subrogated to the rights of any holder, or holders, thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

17. If while this lease is in force production on the leased premises shall cease from any cause, this lease shall not terminate if operations for the drilling of a well shall be com

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-menced within 60 days and diligently prosecuted, and if production results therefrom than as long as production continues.

18. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the proper county, and in case of termination of this lease for any cause, Lessee shall deliver a duly executed and acknowledged release of this lease to Lessor in San Antonio, Texas.

19. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors or assigns of the parties hereto."

20. After the passage of this ordinance by the Commissioners of the City of San Antonio, the acceptance thereof shall be evidenced by the signature of the Lessee by subscription hereto,

21. PASSED AND APPROVED this the 18th day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

ACCEPTED: J. W. Johnson.
Lessee.

Commissioner Rubiola, introduced the following resolution, which was on his motion adopted by unanimous vote of the Commissioners.

RESOLUTION

DIRECTING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE CONCESSIONS IN CERTAIN CITY PARKS.

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

1. That the City Clerk is hereby directed to advertise, in the manner provided by law, for sealed bids for the lease of privileges and concessions for the terms of two (2) years in the following parks and City property in the City of San Antonio, to-wit:

Brackenridge Park;
Koehler Park;
Zoological Area;
Mexican Village;
Open Air Theatre;
Riverside Park;
Woodlawn Lake Park;
San Pedro Park, except Labor Day, for three days including the 16th of September and 5th of May of each year;
Mission Pumping Station;
Elmendorf Lake;
Municipal Golf Links;
Lincoln Park;
Roosevelt Park;

2. The things provided under said contract shall be substantially as follows:

3. The right to sell 3.2 beer where not forbidden by stipulation, soft drinks, ice cream, coffee, sandwiches, candy, tobacco and confections, boating and such other concessions and privileges which may be operated lawfully upon said premises, which concessions shall be exclusive, but all things shall be done in a decent, moral and lawful manner, and in such a way as not to impair the use of the parks by the public, and always subject to such public use.

4. The bids may be joint and several, and the bidders may bid on any one of the parks, or more than one of the parks in combination.

5. A copy of the proposed contract is on file in the office of the City Clerk and may be inspected at any time by prospective bidders.

6. A Cashier's Check payable unconditionally to the City of San Antonio in the sum of \$100.00 shall be filed with each bid to insure the execution of the contract by the bidder; and, in case of the failure or refusal of the bidder to execute the contract within ten days after the award thereof, the title to the Cashier's Check shall automatically pass to the City of San Antonio as liquidated damages.

7. Bids shall be opened on the 28th day of September, 1933, at 10:00 o'clock A. M., in the City Council Chamber of the City of San Antonio.

8. The City reserves the right to reject any and all bids.

9. Notice shall be given by the publication of this resolution in the San Antonio Evening News, as provided by law.

PASSED AND APPROVED, this 18th day of September, A. D. 1933.

ATTEST: Jas. Simpson.
City Clerk.

C. K. Quin.
Mayor.

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

APPROVED C. K. Quin
MAYOR.

ATTEST: Jas Simpson
CITY CLERK.

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