

• Regular meeting of the City Council : Austin, Texas, June 5th 1913.

The Council was called to order by the Mayor: Roll called :

Present Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Absent none.

The minutes of the last regular and subsequent recessed meetings were read and approved.

Councilman Bartholomew presented to the Council a bill of Geo W Patterson for funeral expenses of William Brunson, who was killed while in the employ of the City, amounting to \$ 150.00, which was allowed and ordered paid by the following vote:

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell

Nays none.

The Mayor laid before the Council a petition from Citizens of South Austin, asking to have the pound ordinance amended so as to leave out a portion of South Austin, which was read and laid on the table subject to call.

Reports of City Officers:

The Mayor laid before the Council the following reports from City Officers for the month of May 1913, which were read and ordered filed: viz:

City Health Officer and Assistant, the Matron of the Hospital, The Assessor & Collector, Dr Swift Health Inspector.

Councilman Anthony presented the following resolution :

Be it resolved by the City Council of the City of Austin:

That the balance of the fine and Costs, amounting to \$ 11.75, due and owing by a youth named Paul Gonzales, convicted and sentenced in the Corporation Court of this City on the 5th day of May 1913, for Malicious Mischief, be, and in consideration of the youth of this boy, is hereby remitted, and the Clerk of the Corporation Court is hereby declared entitled to take credit on his accounts accordingly.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none .

Approved , A P Wooldridge, Mayor.

The Mayor laid before the Council a protest from Mess F A Minn & Sbley, protesting against the placing of a R R switch in front of their property on East 4th street in this City, which were read and laid over for further consideration.

The Mayor then laid before the Council an ordinance regulating the muzzling of Dogs, which was read the second time, and a motion made to suspend the rule and place it on its third reading and final passage, which motion prevailed by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

The Ordinance was read the third time and passed by the following vote:

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

Councilman Bartholomew presented a bill of the Texas Bitulithic Co, for Paving in front of Protection Fire Hall on Lavacca street, amounting to \$ 149.45, which was allowed and ordered paid by the following vote :

Funeral expenses
for Brunson
allowed

Get Citizens' Society
pound ordinance

Fine Paul Gonzales
remitted

Protest Citizens
RR switch
East 4th

Dog Muzzling
Ordinance

Paving Bitulithic Co
Protection Fire Hall

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5
Nays none.

Councilman Powell offered the following resolution :

That two hundred (\$ 200.00) dollars be appropriated out of the Permanent Paving fund for retaining wall on West side of Governors Mansion ,same to be 18" high above sidewalk, and to be placed against the sidewalk the same as has done on the opposite side of the street,no terracing to be done by the City. This appropriation provides for running the wall to the steps at north and south ends,and back to the fence at the driveway.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony ,Bartholomew, Haynes & Powell 5
Nays none.

Approved, A P Wooldridge, Mayor.

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 THE COUNCIL THEN RECESSED SUBJECT TO CALL .

XXXXXXXXXXXXXXXXXXXX
XX 1 July, June 6th 1913.

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 XX 3.
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Mayor Wooldridge offered the following resolution :

Be it resolved by the City Council of the City of Austin :

That the petition of the members of St Paul Lutheran Church, which church is about to erect a large and handsome church at the corner of 16th and Red River streets in this City for the remission of the City Engineers fee of \$ 5.00 ,for giving the lines and grades of the lot belonging to said church, be and the same is hereby granted and said fee be and the same is hereby remitted.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5
Nays none.

Approved, A P Wooldridge, Mayor.

Councilman Powell offered the following resolution :

Be it resolved by the City Council of the City of Austin :

That one hundred and twenty five (\$ 125.00) dollars be and is hereby appropriated out of the General contingent fund of the City of Austin, to pay E J Hofheinz for a strip of land 27 feet by 80 feet off of the south end of Lot No 1 and the west two- thirds of Lot No 2, Block 4 ,Out Lot 4, Division "O" of the City of Austin , Texas, and is more fully set out in a quit claim deed executed by E J Hofheinz of the City of Austin and bearing date May 31st 1913.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5
Nays none.

Approved . A P Wooldridge, Mayor.

Councilman Powell offered the following resolution :

Be it resolved by the City Council of the City of Austin :

That the following center line of West 6th street from Blanco street to West Lyn street be and the same is hereby established as the permanent center line.

The Council then recessed subject to call.

June 6th 1913.

The Council was called to order by the Mayor) Present Mayor Wooldridge, Councilmen Anthony & Powell.

Absent Councilmen Bartholomew & Haynes 2

Councilman Powell presented the following resolution :

Be it resolved by the City Council of the City of Austin :

That Dr W H Harper be and he is hereby permitted to put in steps in his sidewalk on the west side of San Antonio street in the middle of Block 151, between 12th and 13th streets.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony & Powell 3

Absent Councilmen Bartholomew & Haynes 2

The Council then recessed subject to call.

June 7th 1913.

The Council was called to order by the Mayor with all members present:

The Mayor laid before the Council the following resolution :

Be it resolved by the City Council of the City of Austin :

That the sum of fifty (\$50.00) dollars be and the same is hereby appropriated out of the General contingent fund of the City of Austin, Texas, to pay to S Y Hamilton and his Wife, Cicily Hamilton, for their part of a street or alley fourteen feet in width by about one hundred and thirty four feet in length, out of OutLot 61, Div "B" of the City of Austin, Texas, as is fully set out in the deed executed on the 27th day of May 1913 to the City of Austin to the property therein conveyed.

It is further expressly stipulated and made a part of this resolution and appropriation that the City shall be under no obligation to pay to the said people any other sum for any other street or alley now used by the City as such, or claimed by said S Y Hamilton or his wife, Cicily Hamilton.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

Approved, A P Wooldridge, Mayor.

The Mayor laid before the Council the following resolution :

Be it resolved by the City Council of the City of Austin :

That the sum of fifty (\$ 50.00) dollars be and the same is hereby appropriated out of the General contingent fund to pay to Mollie Jennings, Jno Jennings, Claud Blackston and Clarence Blackston, for a fee simple title to the City of Austin to their part of an alley or narrow street, the same being fourteen feet in width by about one hundred and thirty four feet in length, out of OutLot 61, Div "B" of the City of Austin, Texas, as is fully set out in the accompanying deed from Millie Jennings, John Jennings, Claud Blackston and Clarence Blackston to the City of Austin.

It is further expressly stipulated and made a part of this resolution and appropriation that the City shall be under no obligation to pay to the said people any other sum for any other street or alley now used by the City as such, or claimed by said Millie Jennings, John Jennings, Claud Blackston and Clarence Blackston (colored)

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none. Approved, A P Wooldridge, Mayor

*Dr Harper
To put in steps
on San Antonio St
bet 12th & 13th*

*S Y Hamilton &
Wife
Purchase of land
for alley*

*Jennings, Mollie
Jno. & Claud
Blackston & wife
Land purchased*

The Council then recessed subject to call.

June 11 th 1913.

The Council was called to order by the Mayor : Roll called :

Present Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes Powell 4

Absent Councilman Powell 1

Mayor Wooldridge offered the following resolution :

Be it resolved by the City Council of the City of Austin :

That the Mayor of this City be authorized to enter into a contract with Messrs Huck and Wright to build operate and maintain a boat house in Lake Austin above the Dam.

Be it further resolved :

That the contract this day read in the hearing of the City Council be the form of contract hereby authorized to be executed by the Mayor.

Be it further resolved :

That said contract as thus approved by the Council and authorized to be executed by the Mayor be and the same is hereby directed to be incorporated in the minutes of the City Council as of this day.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony & Haynes 3

Nay Councilman Bartholomew 1

Absent Councilman Powell 1

Approved, A P Wooldridge ,Mayor.

The State of Texas:

County of Travis:

Know all men by these presents ,that

Whereas, Huck and Wright, a firm composed of Ed R Huck of Travis County, Texas, and L W Wright, of Matagorda County, Texas, are desirous of building, owning and operating,at the dam on Lake Austin, in Austin, Texas, a boathouse to be 100feet in length and 60 feet in width, situated not more than 150 feet from the eastern shore of said lake,the south end thereof to be about 100 feet from said dam; said boat house to be constructed of heavy timbers suitable to structures of this sort ,the main timbers in foundation and cap plates to be not less than

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6" X 8" ; said building to be erected on piling of the best peeled pinenot less than 8" in diameter at top and from 30' to 36' long,to be set by pile driver not less than 8' in the solid earth and be spaced 8' each way from center to center; The roof of said building to be covered with pressed steel shingles.and the sides and ends with metal siding; the main boat wharf to extend along inshore side of said boathouse the entire length of the building and shall be 12' wide, with railing on both sides - both this wharf and said main boat wharf to be built on piling ,same as the boathouse,with heavy cap timbers of not less than 8' X 10'.All decking and floor planks to be 2" X 6" Nol pine.

All work to be done in a good and workmanlike manner ,to be as sightly as possibleconsidering the character of business to be carried on, and to be finished on or before the completion of the dam ; and

Whereas, the City of Austin is desirous of having such a boathouse and wharf built ,operated and maintained on said lake:

*Contract.
Huck & Wright
Boat House*

Now, Therefore, in consideration of the premises and for the further consideration herein after mentioned, the City of Austin, hereinafter called first party, ^{hereby} ~~hereby~~ agrees and binds itself as follows:

1. To lease, and it does hereby lease, to said Huck and Wright, hereinafter called second party, for the term of ten (10) years, the right to build, own, operate and maintain a 12' wharf and boathouse as above mentioned and described, and to connect said wharf with first party's wharf along the eastern shore of said lake, for the consideration of Six hundred (\$ 600.00) dollars per annum, payable in advance in two equal semi-annual installments. Said second party to have the privilege, at their option, of an extension of this lease and contract for a further period of five (5) years for the consideration of Nine hundred (\$900.00) dollars per annum payable in advance in two equal semi-annual installments. Failure to pay any money installment due under this lease, shall at the option of the first party, forfeit all the rights of second party hereto.

2. Not to allow any party or parties owning or leasing and operating a boat or boats for the transportation of freight and passengers or either, for hire, to land at party's wharf without paying such wharfage fees as may be agreed upon by the parties to this contract, and in the event said parties cannot mutually agree on such charges, the fees to be charged shall be fixed by a Board of Arbitrators, each party to select one member of said board and the two Arbitrators so selected to choose, if necessary an Umpire or third arbitrator.

3. Not to permit another houseboat to be built within 250 feet of second party's boat house or within so much of said distance as may be owned or controlled by first party, so long as second party allows small boats to land at their wharf, free of charge, provided said boats do not interfere with the handling of second party's boats nor carry freight or passengers for hire in competition with them; and

4. That second party may transfer this lease and contract to a corporation, provided second party remains in the active management of the business.

The second party agrees as follows:

1. To build, operate and maintain a wharf and boathouse as herein above mentioned and described for a period of 10 years and to pay, as lease money for said privilege, the sum of \$ 600.00 per annum, - payments to be made in advance in two equal semi-annual installments.

2. To conduct their enterprise in a proper and business like manner; to allow no undesirable characters to loaf or remain around said boathouse or wharves; nor allow any intoxicating liquor of any kind to be sold on said premises.

3. To allow small boats to land at their wharf free of charge, so long as they do not interfere with the landing of second party's boats nor carry passengers or freight for hire in competition with them.

4. To be governed by the laws regulating navigation.

Second party further agrees not to hold nor attempt to hold first party liable in damages arising from accident or injury to any one while on said wharfs or in said boathouse; nor hold nor seek to hold first party in any liable for any damage they may suffer on account of high or low water stages in said lake.

Second party also agrees to furnish first party with the plans and specifications of said building and wharf, with blue prints showing detail, not less than thirty days before the work of construction under this contract begins, and attaches hereto, as a part hereof, marked "Exhibit A", a sketch showing the front elevation of said boathouse.

It is mutually understood and agreed that first party or the party or parties operating the City's Water, Light & Power Plant, may draw off the water of said lake to such depth as

.in the judgement of first party be necessary or proper -.

Second party also agrees to obtain ,at their own expense ,the written consent of Wm D Johnson ,his successors or assigns, to the terms of this contract, in so far as same concerns the location and maintenance of said boathouse, and failure to obtain such consent shall render this contract inoperative.

Further it is mutually understood and agreed that the term of this lease shall begin and the first installment of lease money shall be due and payable when the water in said lake shall have risen sufficiently high to float the boats at second party's boathouse; and further, that second party may begin the work of construction at once.

Witness the hands of the parties hereto -said first party acting by and through its Mayor --this 11th day of June A D 1913. Done in duplicate.

The City of Austin ,

By A P Wooldridge, Mayor.

Councilman Bartholomew filed the following as a reason for his vote on the lease above recorded.

The lease with Messrs Huck and Wright provides that a boathouse 60 feet by 100 feet shall be located not less than 150 feet from shore of lake to be formed by the dam across the Colorado River, and about 100 feet above the dam, with the distinct understanding that it shall not be over 110 feet or 112 feet above the dam .

This will place the boathouse far out into the lake and so near the dam that it will be unsafe .

I believe floods will carry it away ,perhaps causing loss of life . Hence I am much opposed to the lease ; and also because it mars the appearance of the lake, and takes up a portion of the small amount of lake front the City owns.

E C Bartholomew.

Mayor Wooldridge offered the following resolution :

Be it resolved by the City Council of the City of Austin :

That the sum of six hundred ,sixty one and 38/100 (\$ 661.38) dollars be and the same is hereby appropriated out of the General Contingent fund of the City of Austin for the year 1913, in payment, under contract, of claim, at 12 1/2 per cent on amounts collected ,by Messrs J Gregg Hill and W R Long, for collections made for the City of Austin upon taxes upon credits listed by said J Gregg Hill and W R Long with the Assessor and Collector. The total amount of taxes collected upon the credits listed with the collector by said Hill and Long for the taxes due for the years 1911 and 1912 amount to the sum of \$ 5, 291.04 , as per the attached itemized list ,by names, years, receipt number and amounts, approved by Fred Sterzing ,Assessor and Collector and attached hereto and covering four pages of typewritten matter ,and which are identified as a part of this resolution by the signature of the Mayor on each page on this date.

The contract between the City of Austin and Messrs J Gregg Hill and W R Long is to pay them 12 1/2 per cent on the taxes collected on credits not known to the City Assessor and Collector of the City of Austin and furnished by them and covering the years 1911 and 1912.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5
Nays none.

Approved, A P Wooldridge, Mayor.

Reason
Councilman
Bartholomew
Vote against
Boat House
Construction

appropriation
Hill & Long
Tax Collection

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June 7th 1913.

Councilman Powell offered the following resolution :

Whereas, F D Horton has satisfactorily completed all work covered by his contract for the construction of the West Austin Sewer main ,and has been paid his final estimate on same, the City having reserved two per cent of said final estimate to cover the cost of maintenance on said line for one year, now therefore;

Be it resolved by the City Council of the City of Austin :

That F D Horton be and he is hereby released from his construction bond covering the construction of said West Austin Sewer main.

The resolution was adopted by the following vote-:

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

Approved , A P Wooldridge, Mayor.

Councilman Powell offered the following resolution :

Whereas, F D Horton has satisfactorily completed all work embodied in his contract for the construction of the Trinity- Neches-16th Street Sewer line ,and has been paid his final estimate on same ,the City having reserved two per cent on said final estimate to cover maintenance on said line for the period of one year,now therefore;

Be it resolved by the City Council of the City of Austin :

That F D Horton be and is hereby released from his construction bond covering the above mentioned work.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

Approved ,A P Wooldridge, Mayor.

Councilman Powell offered the following resolution :

Whereas, F D Horton has entirely completed all work embodied in his contract for the construction of the Holly street outfall,Holly street main, East Avenue main south of 1st street ,East Avenue main North of 1st street,and has been paid his final estimate on all of this work,the City having reserved two per cent of said final estimate to cover maintenance for one year,now therefore ;

Be it resolved by the City Council of the City of Austin :

That F D Horton be and is hereby released from his construction bond covering this work.

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

Approved, A P Wooldridge, Mayor.

Councilman Powell offered the following resolution :

Whereas, the firm of Johnson and Carr has satisfactorily completed their contract for the construction of the Canadian Street Sewer line and for the construction of the 1st street Sewer main and has been paid their final estimates on said lines,the City having reserved two per cent to cover the cost of Maintenance on said lines for one year,now therefore ;

Be it resolved by the City Council of the City of Austin :

*Johnson & Carr
Release Construction
Bond*

*Johnson & Carr
Release Construction
Bond*

That the firm of Johnson and Carr be and same are hereby released from their construction bond covering the construction of the above mentioned lines

The resolution was adopted by the following vote :

Yeas Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes & Powell 5

Nays none.

Approved, A P Wooldridge ,Mayor.