

Mayor Miller offered as a substitute motion, seconded by Councilman Wolf, that the report lie on the table for one week.

The question being put first on the motion of Councilman Gillis, the same carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, 3; nays, Mayor Miller and Councilman Wolf, 2.

On motion duly seconded and carried the meeting recessed at 12:30 P. M., subject to call of the Mayor.

Attest:

Stella McEllar  
City Clerk

Approved: Tom Miller.  
Mayor.

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, September 12, 1935.

The meeting was called to order at 10:30 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen C. F. Alford, Simon Gillis, Mayor Tom Miller, 3; absent, Councilmen C. M. Bartholomew and Oswald G. Wolf, 2.

The Minutes of the last regular meeting were read and upon motion of Councilman Gillis were adopted as read by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

J. A. McKinnon submitted a complaint against the throwing of lighted cigarettes from offices in the Littlefield Building upon the awning in front of his place of business at 607 Congress Avenue. The matter was referred to the City Attorney for investigation.

A committee from the various Parent-Teacher Associations of the City, representatives of the School Board, the Chamber of Commerce Traffic Committee, and the Optimist Club met with the Council for a lengthy discussion of traffic problems concerning school children.

E. H. Smartt, Attorney for H. R. Long, appeared before the Council relative to the claim of his client that, in exchange for the right-of-way given by him for the new Fredericksburg Road, the City pay certain back taxes on his property and deliver to him a deed to the old Fredericksburg Road adjacent to his property when the new road is opened. The matter was referred to the City Manager and City Attorney.

Councilman Alford offered the following resolution:

WHEREAS, Texas Public Service Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Texas Public Service Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in WEST JOHANNA STREET, beginning at a point 15 feet south of and 67 feet west of the intersection of the north line of West Johanna Street and the west line of Bouldin Avenue;

Thence in a westerly direction with the centerline of a gas main, which centerline shall be 15 feet south of and parallel to the north line of West Johanna Street, to a point 25 feet west of the east line of South 5th Street.

Said gas main described above shall have a cover of not less than 2½ feet.

(2) A gas main in SOUTH FIFTH STREET, beginning at a point 15 feet south of and 25 feet west of the intersection of the north line of West Johanna Street and the east line of South 5th Street;

Thence in a northerly direction with the centerline of a gas main, which centerline shall be 25 feet west of and parallel to the east line of South 5th Street, for a distance of 88 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(3) A gas main in DANCY STREET, beginning at a point 15 feet east of and 216 feet north of the intersection of the west line of Dancy Street and the north line of Manor Road;

Thence in a northerly direction with the centerline of a gas main, which centerline shall be 15 feet east of and parallel to the west line of Dancy Street, for a distance of 70 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(4) A gas main in THERESA AVENUE, beginning on the north line of West 6th Street at a point 23 feet west of the east line of Theresa Avenue;

Thence in a northerly direction with the centerline of a gas main, which centerline shall be 23 feet west of and parallel to the east line of Theresa Avenue, for a distance of 66 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(5) A gas main in EVA STREET, beginning at a point 19 feet west of and 10 feet south of the intersection of the east line of Eva Street and the south line of West Monroe Street;

Thence in a southerly direction with the centerline of a gas main, which centerline shall be 19 feet west of and parallel to the east line of Eva Street, for a distance of 56 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

(6) A gas main in EAST THIRTY-SECOND STREET, beginning at a point 5 feet west of and 18 feet south of the intersection of the west line of Red River Street and the centerline of East 32nd Street;

Thence in a westerly direction with the centerline of a gas main, which centerline shall be 18 feet south of and parallel to the centerline of said East 32nd Street, for a distance of 445 feet.

Said gas main described above shall have a cover of not less than 2½ feet.

The Texas Public Service Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is out in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchise granted to said Company by the City of Austin.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Gillis offered the following resolution:

WHEREAS, the Southland Ice Company, acting by and through H. F. McCormick, Manager, owner of Lot 1, Block 115, of the Original City of Austin, Travis County, Texas, which property fronts 128 feet on the east side of Red River Street and extends north from East 9th Street, and which property is locally known as 901 Red River Street, has made application to the City Council of the City of Austin for permission to set the curb back from the established curb line on the east side of Red River Street opposite a portion of the above described property, the new curb of which setback will be 14 feet east of and parallel to the established east curb line of Red River Street, thereby lessening the traffic hazard at this location by creating a greater width of travelway on Red River Street; and

WHEREAS, the said Southland Ice Company, acting by and through H. F. McCormick, Manager, has also made application for permission to construct two 34-foot commercial driveways across the east sidewalk area of Red River Street opposite a portion of the above described property; and

WHEREAS, a plan has been prepared showing the proposed layout of the above described curb setback and commercial driveways and said plan has been considered and approved by the City Council of the City of Austin; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the Southland Ice Company, acting by and through H. F. McCormick, Manager, owner of Lot 1, Block 115, of the Original City of Austin, Travis County, Texas, which property fronts 128 feet on the east side of Red River Street and extends north from East 9th Street, and which property is locally known as 901 Red River Street, is hereby granted permission to set the curb back from the established curb line on Red River Street adjacent to a portion of the above described property, and is also granted permission to construct two commercial driveways across the east sidewalk area of Red River Street opposite a portion of the above described property:

Permission to construct said curb setback and commercial driveways is granted subject to the same's being constructed in accordance with the plan approved by the City Engineer of the City of Austin, which plan is hereto attached marked 2-H-470 and made a part hereof, and in accordance with the following conditions:

(1) That the construction of the setback area on Red River Street shall be carried out in accordance with the accompanying plan marked 2-H-470 and that all such widened areas, driveways or ramps and curbs shall be constructed of concrete at the expense of the applicant.

(2) That all such concrete shall be not less than 6 inches in thickness and shall be of the following proportions: 1 part cement, 2½ parts of sand, and 4 parts of screened gravel or rock.

(3) That the concrete curbs adjacent to the sidewalk area shall be not less than 6 inches high and that an expansion joint not less than ¾ inch thick shall be placed between the curb and the sidewalk as shown on the plan hereto attached marked 2-H-470.

(4) That all such expansion joints shall be of the pre-moulded type.

(5) That all concrete work within the street area shall be done by a bonded sidewalk contractor.

(6) That the applicant shall be required to clean the newly created ramp area at least twice per week and shall dispose of the debris at his expense.

(7) That all work shall be done in accordance with lines and grades furnished by the Engineering Department of the City of Austin and under the direction of the City Engineer.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Gillis offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the sum of \$50.00 be and the same is hereby appropriated out of the General

Fund, not otherwise appropriated, for the purpose of refunding to C. H. Finley the amount of Wholesale Fruit and Vegetable Dealer's License paid by him for the year 1935.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Alford offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the sum of \$50.00 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of refunding to Sweeney & Company the amount of Wholesale Fruit and Vegetable Dealer's License paid by said firm for the year 1935.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Alford offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the sum of \$50.00 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of refunding to Southern Grocery Company the amount of Wholesale Fruit and Vegetable Dealer's License paid by said firm for the year 1935.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Alford moved that, upon the recommendation of Tom E. Neal, Captain of Police, Traffic Division, the following persons be granted Taxicab Driver's Permits: Clarence L. Brown, Central Hotel; Robert A. Miller, 2207 Haskell Street; William Kidd, 305 East 9th Street; Printess O. Heallen, 1301 Sabine Street; Howard Holland, 318 West 6th Street; Roscoe Milton Johnson, 300 San Jacinto Street. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

It was moved by Councilman Gillis, seconded by Councilman Alford, that the recommendation of Tom E. Neal, Captain of Police, Traffic Division, that the quota for taxicabs be increased from forty to fifty, be approved. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Gillis offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the sum of \$652.50 be and the same is hereby appropriated out of the Water, Light and Power Fund, not otherwise appropriated, for the purpose of defraying the cost of one (1) Multilith duplicating machine.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Gillis offered the following resolution:

WHEREAS, the State Highway Department of the State of Texas is desirous of constructing State Highway No. 2 from South End of Congress Avenue Bridge over Colorado River to Point O.360 Mile South through the City of Austin over Congress Avenue; and

WHEREAS, the State Highway Department is desirous of receiving Federal Aid for the improvement of said highway; and

WHEREAS, the Bureau of Public Roads of the Department of Agriculture of the United States of America will not participate in the construction of said highway until and unless the City of Austin will agree to refrain from permitting encroachments upon the

right-of-way of said above mentioned streets, and until and unless the City of Austin will agree to refrain from passing ordinances or laws fixing a speed limit of under twenty miles per hour on said above mentioned streets, and until and unless the City of Austin will agree to refrain from erecting signs semaphores, and signals that will give preference to local routes or that will hinder or delay traffic on said above mentioned streets; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT, for and in consideration of the State Highway Department of the State of Texas and the Bureau of Public Roads of the Department of Agriculture of the United States of America constructing said Highway No. 2 through the City of Austin over Congress Avenue it hereby agrees with the State Highway Department of the State of Texas and the Bureau of Public Roads of the Department of Agriculture of the United States of America that it will not, in the future, permit encroachment on the right-of-way of said above mentioned streets; nor will it pass an ordinance or laws fixing a speed limit on the above mentioned streets of under twenty miles per hour, nor will it allow the erection of signs, semaphores, and signals that will give preference to local routes which intersect with said above mentioned streets nor that will slow up, hinder, or delay traffic on said above mentioned streets; nor will it repeal or amend any of the provisions of this resolution without the consent of the State Highway Commission.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Alford offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF AUSTIN (a municipal corporation of Texas):

THAT said corporation's City Manager be and he is hereby duly authorized and fully empowered to enter into and execute, for and in the name of said corporation, one certain written agreement, dated and effective September 11, 1935, between said corporation and L. W. Baldwin and Guy A. Thompson, Trustees, International-Great Northern Railroad Company, Debtor, herein called Carrier, respecting among certain things:

An 8" storm sewer line crossing under I-GN  
Tracks and right-of-way at Mile Post 177.18,  
Austin, Travis County, Texas,

true copy of said agreement being attached hereto as part hereof.

(Attached Agreement)

#### PIPE LINE AND CANAL CROSSING LICENSE

This instrument executed in duplicate on this 11th day of September, A. D. 1935,  
WITNESSETH:

The undersigned Carrier hereby grants, solely on the herein expressed terms and conditions, and the undersigned Licensee, CITY OF AUSTIN, a municipal corporation of the State of Texas - Austin, Texas, hereby accepts, permission to install, keep, and use, free of charge, for conveying sewage (8" sewer line) along or across the right of way or other grounds constituting a part of Carrier's railroad (hereinafter called premises) at or near Austin, Travis County, Texas, a certain pipe line (or canal and/or flume), the same to cross premises at Mile Post 177.18, and otherwise to be located as shown by yellow line and of said right of way if limited to any track, by white line, but, if wider, by red lines on the map or plat marked Exhibit "A" and hereto attached and made a part hereof.

1. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line (or canal and/or flume) to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of any pipe line or canal and/or flume at least four feet below bottom of rail thereover. Licensee shall cause any Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit "B" attached hereto as part hereof; obtaining Exhibit B, if missing, from Carrier\* as well as of any State, Federal, or Municipal authority. Carrier may acting for Licensee furnish, or do, and Licensee shall pay and bear the cost of anything which, herein required of Licensee, at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request;

\*Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier,



and Licensee on request shall, in advance, deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay difference; if more, Carrier shall repay difference. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, plus 10% to cover accounting and supervision, and Carrier's cost price of all materials f.o.b. Carrier's rails plus 10% to cover handling and accounting, plus freight at tariff to point of use. Carrier may connect with and discharge sewage into Pipe Line while serving as sewer.

2. Licensee agrees to indemnify and hold harmless the Carrier from all liability, damage and expense, including attorney's fees and costs, which the Carrier may incur or suffer, caused by the installation, maintenance, existence or use of Pipe Line (or canal and/or flume).

3. "Term hereof shall begin with the 11th day of September, 1935, and continue thereafter indefinitely as long as Licensee shall perform and covenants hereof and shall reasonably need in its business the permission granted hereby and shall not abandon the said Pipe Line (or canal and/or flume). In the event Licensee shall fail to perform the covenants hereof, or shall not reasonably need in its business the permission granted hereby, or shall abandon the said Pipe Line (or canal and/or flume), the term hereof may be terminated by expiration of thirty days following serving, by Carrier on Licensee of written notice of intention to end term hereof. Term hereof may also be concluded by expiration of thirty days following serving by Licensee on Carrier of written notice of intention to end term hereof. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line (or canal and/or flume) or when deposited, postage prepaid, in U. S. mail addressed as aforesaid, not later than last day of term hereof Licensee shall remove Pipe Line (or canal and/or flume) and restore premises. Any of Pipe Line (or canal and/or flume) not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided no right of Licensee shall be transferred or assigned either voluntarily or involuntarily except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

The International-Great Northern Railroad Company, pursuant to Section 77 of the Bankruptcy Act, approved March 3, 1933, is now in process of reorganization and is being operated by the undersigned Trustees under jurisdiction of the United States District Court, Eastern Division, Eastern District of Missouri, and upon the date that ownership or control of the railway and property of said Railway Company by said Trustees or their successor trustee or trustees shall cease, this agreement shall ipso facto terminate, unless, pursuant to the decree of said court, said agreement shall be continued in effect by the party succeeding to such ownership or control.

L. W. Baldwin and Guy A. Thompson  
Trustees International-Great  
Northern Railroad Company, Debtor.

Attest:

By Senior Executive Ass't.

Secretary for the Trustees

City of Austin

Attest:

By Guiton Morgan, City Manager. "

Sgd. Hallie McKellar  
City Clerk.

(SEAL)

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Councilman Gillis offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Manager be and he is hereby authorized to accept a deed from A. O. Watson to the City of Austin, conveying two certain parcels of land described as follows, to-wit: (1) 2,838 square feet of land, a portion of Lots 1, 2, 3, and 4, Block 11, of Fairview Park, a subdivision of a portion of the Isaac Decker League within the City of Austin, and (2) 2,549 square feet of land off the east side of a portion of Block 11 of said Fairview Park; and in exchange for the above described land, to execute in behalf of the City of Austin to said A. O. Watson, a deed to the following described land: (1) .392 acre of land described by metes and bounds, and (2) 138 square feet of land, a portion of Block 11 of said Fairview Park; said exchange of deeds to be made for the purpose of the improvement of Hillside Avenue and Drake Avenue in the City of Austin.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis,

and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

There being no further business, upon motion of Councilman Alford the Council recessed subject to call of the Mayor by the following vote: Ayes, Councilmen Alford, Gillis, and Mayor Miller, 3; nays, none; Councilmen Bartholomew and Wolf absent, 2.

Attest:

Hollie McEllar  
City Clerk

Approved:

Tom Miller  
Mayor.

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, September 19, 1935

The meeting was called to order at 10:30 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; absent, none.

The reading of the Minutes was dispensed with.

Councilman Gillis offered the following resolution:

WHEREAS, J. R. Blackmore is the Contractor for the construction of a building located at 110 West 10th Street and desires a portion of the alley space abutting the southeast 41'x 85.3' of Lots 5 and 6, Block 124, of the Original City of Austin, Texas, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. That space for the uses hereinabove enumerated be granted to said J.R.Blackmore, the boundary of which is described as follows:

Alley Working Space

Beginning at the southeast corner of the above described property; thence in an easterly direction and at right angles to the centerline of the alley traversing the south one-half of Block 124, of the Original City, a distance of 9'6"; thence in a northerly direction and parallel with the centerline of said alley a distance of 60 feet; thence in a westerly direction and at right angles to the centerline of said alley a distance to the west line of said alley; thence in a southerly direction along the west line of said alley to the place of the beginning.

2. That the above privileges and allotment of space are granted to said J.R.Blackmore, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail at least 4 feet high and substantially braced and anchored around the above described alley working space.

(2) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail.

(3) That provision shall be made for the normal flow of all storm waters in the gutter, and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(4) That the Contractor shall place on the outside corners of any walkway, barricades,