

Zoning Law of the State of Texas.

(Sgd) H. F. KUEHNE, CHAIRMAN."

The following firms submitted amended bids on the installation of parking meters, which were opened and read:

Dual Parking Meter Company  
Car Park Corporation  
By Fox-Schmidt  
Mark Time Corporation  
Miller Parking Meter Company  
Park-O-Graf Corporation  
Parkrite Corporation  
Star Parking Meter Company  
Harris & Harris

After considerable discussion, the foregoing bids were taken under advisement.

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

Approved:

Tom Miller  
Mayor

Attest:

William M. Steen  
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, August 19, 1937.

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, and Councilman Oswald G. Wolf, 4; absent, Councilman C. M. Bartholomew, 1.

The reading of the Minutes was dispensed with.

Judge Bryan Blalock, Attorney for Henry Brooks and wife, appeared before the Council relative to the application of said clients for the zoning of their property in Isherwood Heights recently annexed to the city as "C-2" Commercial District.

The following report of the Board of Adjustment was then read:

"August 17, 1937.

Honorable Mayor and City Council  
Austin, Texas

Gentlemen:

The Board of Adjustment wishes to acknowledge receipt of your referral of the petition of Henry Brooks and wife, Jessie Brooks, for the zoning of their property in Isherwood Heights recently taken into the city limits as a "C-2" Commercial District which will permit the sale of wine, beer, and liquors. The Board wishes to recommend to the Council that action on this petition be deferred in line with the resolution submitted on August 11, 1937, regarding the zoning of all property taken into the city limits.

As stated in the resolution, more time should be allowed for the proper study

of the zoning of various areas taken into the city in accordance with the regular procedure provided by statute.

The Board therefore feels that it is premature to recommend any changes at this time and that this case should be taken under consideration by the authority designated by the Council for the zoning of these new portions of the city. Should the final zoning recommended for the petitioner's property be for other than "C-2" purposes, then this petition would follow the regular procedure.

Yours very truly,

BOARD OF ADJUSTMENT

By H. F. Kuehne, Chairman. "

Mr. Blalock was then advised that further consideration of the application of his clients would be deferred in accordance with the foregoing recommendations of the Board of Adjustment.

In accordance with the request of Mr. Kellum, representing organized labor, the Council authorized the Mayor to issue a proclamation designating the week beginning August 30 as "Union Label Week"

Councilman Gillis moved that the following named persons be granted taxicab driver's permits, in accordance with the recommendation of Roy J. Smith, Captain of Police, Traffic Division: Laurina Lee Carter, 1711 Willow Street; and Ellis Marvin Powell, 901 Spence Street. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis moved that the taxicab driver's permit heretofore issued to William Aaron Schreffler, 4611 Avenue H, be revoked, in accordance with the recommendation of Roy J. Smith, Captain of Police, Traffic Division. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford offered the following resolution:

WHEREAS, the Austin Street Railway Company has presented to the City Council tentative maps and plans showing the proposed construction of its trolley wire pole lines in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Engineer; therefore

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

THAT the Austin Street Railway Company be, and the same is hereby, permitted to construct its trolley wire poles in the following streets:

(1) A trolley wire pole located in WEST 15TH STREET ALLEY, the center of which pole shall be 2 feet east of the east line of Rio Grande Street and 1 foot south of the north line of West 15th Street Alley.

THAT the work and construction of said pole lines, including the excavation of the streets and the restoration and maintenance of said streets after said pole lines have been constructed, shall be under the supervision and direction of the City Manager and in accordance with the ordinances and regulations of the City of Austin governing such construction.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford offered the following resolution:

WHEREAS, Leon Shoe Stores, Inc., is the Contractor for the remodeling of a store front located at 604A Congress Avenue and desires a portion of the sidewalk space abutting the north 1/2 of Lot 3, Block 70, of the Original City of Austin,

during the remodeling of said store front, 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 Leon Shoe Stores Inc., the boundary of which is described as follows:

Sidewalk Working Space

Beginning at the northeast corner of the above described property; thence in an easterly direction and at right angles to the centerline of Congress Avenue for a distance of 5 feet; thence in a southerly direction and parallel with the centerline of Congress Avenue for a distance of 13 feet; thence in a westerly direction and at right angles to the centerline of Congress Avenue for a distance of 5 feet to the southeast corner of the above described property; thence in a northerly direction to the point of beginning.

2. THAT the above privileges and allotment of space are granted to said Leon Shoe Stores, Inc., hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail within the boundary line along the east line of the above described space, such guard rail to be at least 4 feet high and substantially braced and anchored.

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

(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 or obstructions, red lights during all periods of darkness, and without wood strips or obstructions of any kind along the pavement within the walkway.

(5) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment, and other obstructions shall be removed not later than September 2, 1937.

(6) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(7) That the City reserves the right to revoke at any time any and all the privileges herein granted, or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(8) That the Contractor shall furnish the City of Austin a surety bond in the sum of One Thousand (\$1,000.00) Dollars, which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

WHEREAS, the curb and sidewalk specifications of the City of Austin which has been previously adopted by the City Council of the City of Austin require that all curbs and sidewalks be constructed of concrete unless a special permit has been secured from the City Council of the City of Austin to construct curbs, sidewalks and ramps of other materials; and

WHEREAS, Paul J. Thompson, owner of a tract of land out of the Lucile Fisher Reservation out of the Geo. W. Spear League, and being within the City of Austin, Travis County, Texas, which property abuts the south side of Wooldridge Drive at a location east of Harris Boulevard and being locally known as 1507 Wooldridge Drive, has requested the City Council of the City of Austin to grant permission to construct a flagstone walk from the curb line to the property line at the above described location; and

WHEREAS, the City Council of the City of Austin has investigated and approved the construction of said flagstone walk; therefore

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

THAT said Paul J. Thompson, owner of a tract of land out of the Lucile Fisher Reservation out of the Geo. W. Spear League, and being within the City of Austin, Travis County, Texas, which property abuts the south side of Wooldridge Drive at a location east of Harris Boulevard and being locally known as 1507 Wooldridge Drive, is hereby granted permission to construct a flagstone walk from the property line to the curb line at the above described location and said walk is to be constructed under the supervision and direction of the City Engineer of the City of Austin and in accordance with lines and grades furnished by the Engineering Department of the City of Austin, and further subject to the following conditions:

That the stone shall be laid in a smooth and workmanlike manner and shall conform to the sidewalk grades and curb grades as given by the Engineering Department of the City of Austin in order that same will not create a hazard to pedestrians.

That the stone shall be placed upon a 4" concrete base and that all work within the City streets shall be done by a bonded sidewalk contractor and in accordance with the instructions and directions of the City Engineer of the City of Austin.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Wolf offered the following resolution:

WHEREAS, Mrs. Rebecca Hearn, owner of a portion of Outlot 51, Division "E" of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, which property abuts the west side of San Jacinto Street at a location south of East 19th Street and being locally known as 1816-1818 San Jacinto 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 west side of San Jacinto Street adjacent to the above described property, the new curb of which set back will be 6 feet west of and parallel to the established curb line on the west side of San Jacinto Street, thereby relieving traffic conditions by creating a greater width of travelway on San Jacinto Street; and

WHEREAS, a plan has been prepared showing the proposed layout of the above described curb setback 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 permission is hereby granted Mrs. Rebecca Hearn, owner of a portion of Outlot 5, Division "E" of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, which property abuts the west side of San Jacinto Street at a location south of East 19th Street within the City of Austin, Texas, to set the curb back from the established curb line on San Jacinto Street adjacent to the above described property.

Permission to construct the above described curb setback 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-C-706 and made a part hereof, and in accordance with the following conditions:

(1) That the construction of the setback area on San Jacinto Street shall be carried out in accordance with the accompanying plan marked 2-C-706 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 be placed between the curb and the sidewalk as shown on the plan hereto attached marked 2-C-706.

(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, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

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 SALINA STREET from East 16th Street northerly 111 feet, the centerline of which gas main shall be 7½ feet west of and parallel to the east line of said Salina Street.

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

(2) A gas main in EAST 16TH STREET, from Salina Street easterly to a point 35 feet east of the east line of Chicon Street, the centerline of which gas main shall be 13½ feet north of and parallel to the south line of said East 16th Street.

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

(3) A gas main in EAST 46TH STREET easterly 186 feet from a point 22 feet east of the east line of Harmon Avenue, the centerline of which gas main shall be 15 feet north of and parallel to the south line of said East 46th Street.

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

(4) A gas main in GLENVIEW AVENUE from West 30th Street northerly 227 feet, the centerline of which gas main shall be 7½ feet west of and parallel to the east line of said Glenview Avenue.

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

(5) A gas main in DRAKE AVENUE from Park Lane northerly 218 feet, the centerline of which gas main shall be 7½ feet west of and parallel to the east line of said Drake Avenue.

Said gas main described above shall have a covering 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, Councilman Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Wolf offered the following resolution:

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

THAT the sum of \$13,125.00 be and the same is hereby appropriated out of the Water and Light Fund, not otherwise appropriated, for the purpose of constructing certain sewers in the new sections recently taken into the City.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Wolf offered the following resolution:

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

THAT the sum of \$6650.00 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of repairing and maintaining the streets and drainage structures in the area recently annexed to the City of Austin.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

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

THAT the sum of \$3700.00 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of collecting the trash and garbage in the territory recently annexed by the City of Austin where most urgently needed.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Mayor Miller moved that the present Board of Adjustment be reappointed for terms



expiring as follows: H. F. Kuehne and J. T. Ward, for terms ending January 1, 1938, retroactive to January 1, 1936; Louis H. Blendermann, Dr. W. A. Harper, and Victor H. Pannell, for terms ending January 1, 1939, retroactive to January 1, 1937. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The following report of the Board of Adjustment was received:

"Austin, Texas  
August 16, 1937

Honorable Mayor and City Council  
Austin, Texas

Gentlemen:

The Board of Adjustment at a meeting held on August 16, 1937, passed the following resolution, which is hereby submitted for your consideration:

#### R E S O L U T I O N

WHEREAS, the Board of Adjustment of the City of Austin at a meeting held on August 16, 1937, has carefully considered the changing of the "Use" designation of the west half of Block 32, Division "E" of the City of Austin from "B" Residence District to "C" Commercial District; and

WHEREAS, the Zoning Maps of the City of Austin show that the east one-half of this property is now zoned as "C" Commercial District and that the entire block from 19th Street to 18th Street and the east one-half of the block from 18th Street to 17th Street is now zoned as "C" Commercial District and all the property on both sides of Guadalupe Street throughout its length is zoned as "C" Commercial District; and

WHEREAS, a request has come to the Board for a recommendation to change the classification of this property on account of the bona fide offer for the purchase of three-fourths of this block and the erection thereon of a hospital occupying the south one-half of the block which use is now permitted in a "B" Residence District; and further that an offer has been made to purchase the remaining quarter of the block on Guadalupe Street and 17th Street for the purpose of erecting thereon a commercial building, leaving three-fourths of a block on 17th Street and San Antonio Street unoccupied and zoned as "B" Residence District; and

WHEREAS, the Board deemed that if a hospital occupies the south one-half of this block and a commercial building the northeast one-fourth thereof, the remaining northwest quarter of the block would not be desirable for residence purposes but would be more properly used for commercial purposes; therefore

BE IT RESOLVED BY THE BOARD OF ADJUSTMENT:

THAT in view of the above conditions and circumstances, it is hereby recommended to the City Council that the above property be zoned as "C" Commercial District in order that a like use may be made of the entire block.

Very truly yours,

BOARD OF ADJUSTMENT

By (Sgd) H. F. Kuehne, Chairman. "

It was then moved by Councilman Wolf that a public hearing on the proposal of the City Council to change the zoning of the property recommended in the foregoing report of the Board of Adjustment from "B" Residence District to "C" Commercial District be called for Thursday, September 9, 1937, at 11:00 A. M., and that publication of said notice be had as required by the terms of the Zoning Ordinance. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

A report by Roy J. Smith, Captain of Police, Traffic Division, on proposed locations for the installation of parking meters, was read.

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, directed, and instructed to enter into a contract, for and in behalf of the City of Austin, with the Parkrite

Corporation of Houston, Texas, for ninety day trial installation of and option to purchase approximately 524 parking meters, in accordance with the terms and provisions of a certain contract, a copy of which is attached hereto marked "Exhibit A" and made a part of this resolution for all purposes.

EXHIBIT "A" (attached)

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

THIS CONTRACT AND AGREEMENT, made and entered into this the 19th day of August, A. D. 1937, by and between Parkrite Corporation, a private corporation, with its principal office located in Houston, Texas, and incorporated under the laws of the State of Texas, hereinafter called party of the first part, or first party, and the City of Austin, a municipal corporation, of Travis County, Texas, duly incorporated under and by virtue of the laws of the State of Texas, hereinafter called party of the second part, or second party,

W I T N E S S E T H :

WHEREAS, the party of the second part has heretofore advertised for bids on parking meters to be furnished to the City of Austin, Texas, in accordance with certain plans and specifications, which are hereby made a part hereof by adoption; and

WHEREAS, the said party of the first part submitted its bid on parking meters as per an advertisement duly and legally published in the form, time and manner prescribed by law; and

WHEREAS, the City Council of the City of Austin, after duly considering all bids, as required by the laws of the State of Texas, and the ordinances and resolutions of said City, found the bid of the party of the first part acceptable and said City Council for and on behalf of said City accepted said bid.

-1-

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements hereinafter contained, the party of the first part hereby agrees to deliver, and the party of the second part hereby agrees to accept, subject to the terms and conditions and provisions hereinafter set forth, approximately 524 complete parking meters, the said meters to be manufactured by party of the first part and to be of the quality and design of those heretofore exhibited to representatives of party of the second part, in accordance with the plans and specifications attached to the bid of the first party, for the price of \$30.83 per meter.

These Parkrite Parking Meters are to be delivered to second party by first party for a ninety (90) day trial period exclusive of Sundays and legal holidays, beginning with the completed installation of said meters, said period to begin on or about September 1, 1937.

The City is given the option to purchase for cash said meters within ten (10) days after the expiration of said ninety (90) day trial period for a consideration of Thirty and 83/100 Dollars (\$30.83) net per meter, but all moneys paid to the party of the first part during the trial period shall apply to the purchase price.

-2-

It is expressly agreed and understood that the City Council of the City of Austin will pass and in good faith enforce all appropriate ordinances that may be necessary to establish parking meter zones in portions of the City of Austin, Texas,



providing for the installation, regulation and control of the use of parking meter devices designed to regulate vehicular and motor-driven traffic by requiring the deposit of a five cent ( 5 cent) coin for the use of parking space, defining parking zones, and providing for the enforcement of said ordinances with appropriate penalties for the violation thereof.

-3-

The second party agrees to install the parking meters at its own expense and the first party agrees to furnish all bolts, fittings, pipes, standards and other parts necessary to complete installation of such meters and to provide an experienced supervisor at first party's expense to assist the second party in making such installations.

-4-

The first party guarantees all of said meters against defects during a period of one year after the completed installation of said meters and agrees to maintain an office in Austin, Texas, with a full-time service man, competent to perform all maintenance service on said meters, at the expense of the first party during said twelve-month maintenance period.

Any meter failing to properly function due to mechanical fault or defect during said twelve (12) month maintenance period shall be promptly placed in good working condition by first party at its cost and expense.

-5-

In the event the second party does not exercise its option to purchase said meters as herein provided and notifies first party in writing to remove said meters, said first party agrees promptly to remove said meters from the sidewalks of second party and to restore those portions of the sidewalks of second party occupied by said meters, to the same condition they now are, ordinary wear and tear alone excepted.

-6-

Seventy-five per cent (75%) of all moneys collected by second party from said meters during said ninety-day trial period shall be paid by second party to first party semi-monthly by the 20th day of each month for the first half of said month and by the 5th day of each succeeding month for the last one-half of the preceding month. In no event shall the total amount paid to said first party be in excess of the sum of \$30.83 per meter for each meter installed under this contract.

The second party agrees to collect daily during said ninety (90) day period the coins deposited in said meters, the last daily collections to be begun and concluded promptly after six-thirty P. M. of each day.

All moneys so collected from said meters during said ninety-day trial period shall be set aside and constitute a separate fund, seventy-five per cent (75%) of which shall be used solely for the purpose of paying to the first party the amount due to it under this contract. The remaining twenty-five per cent (25%) of said moneys so collected by second party shall be retained by the second party to cover the expense of making such collections and of other expenses of traffic regulation and control.

-7-

It is further agreed that said party of the first part hereby waives all claims or demands against all revenues or income from any source whatsoever of

said party of the second part, other than the receipts derived from the operation of said meters, as herein provided, and it is expressly agreed that said party of the second part is not to be in any way obligated to pay said party of the first part for said meters out of any moneys, funds and revenues except those received by and through the operation of said meters, unless second party exercises its option to purchase as herein provided. Should the second party exercise its option to purchase said meters, all requirements of the Charter of the City of Austin and of the laws of Texas governing cities operating under the Home Rule Amendment to the Constitution shall be complied with.

If at the end of said 90 day trial period the first party has not received from the second party a sum of money equivalent to \$30.83 net per meter for each meter delivered by the first party to the second party under this contract, and should the second party (it not being in default hereunder), consider the 90 day trial period of inadequate duration to determine fairly the advisability of permanently operating said parking meters in the City of Austin, and should not exercise its option to purchase said parking meters as herein provided, the first party shall upon the written demand of the second party permit such parking meters to remain upon the sidewalks of the City of Austin and be continuously operated by the second party for an additional trial period of 30 or 60 days as the second party may indicate in its written demand, said operation to continue under the terms and conditions of this agreement. If, at the end of the additional trial period the second party does not purchase said meters for cash, as provided for in Paragraph No. 1, then the first party shall have the right and privilege of removing said meters from the streets of the City of Austin, retaking possession thereof, as provided in Paragraph No. 10 hereof, and the rights of all parties hereunder shall be at an end.

-8-

It is further agreed that said party of the first part does hereby retain title to said meters until the same have been fully paid for, as herein provided, and the second party shall have no right, title or claim in or to any of said meters or stands therefor until it shall have exercised its option to purchase and until the full purchase price herein provided for has been received by first party. The party of the first part shall, upon the entire purchase price being paid in full, as herein provided, deliver to said party of the second part a statement showing that the full purchase price of said meters has been paid and that the conditions of this contract have been fully performed, and said party of the first part shall also deliver to said party of the second part a regular bill of sale or such other instrument as may be necessary under the laws of the State of Texas to convey the full right and title to said meters to said party of the second part; it being understood, however, that should said meters be not paid for in full prior to the expiration of the ninety (90) day trial period, said party of the second part may exercise its option to rescind this contract by giving written notice, and in such event, the party of the first part may retain all moneys collected from said meters, less the amount to be retained by the party of the second part, as hereinabove provided for, and shall be entitled to the immediate repossession of all meters and stands as provided for herein.

-9-

It is further agreed that party of the first part shall at all reasonable times have access to the books, records and papers of party of the second part, for

the purpose of checking and auditing the receipts from the operation of said parking meters, until the full purchase price of said parking meters has been paid.

-10-

It is further agreed that should said party of the second part fail for any reason to comply with the terms and provisions of this contract, that party of the first part (after giving ten (10) days written notice to the second party setting forth such non-compliance, and should the second party continue such non-compliance after said 10 day period) shall have the right to take immediate possession of said property, and for that purpose shall have, in addition to the first party's other rights and remedies as provided for in this contract and by the laws of Texas, the right to go upon any street or sidewalk where said property may be located, and to do any and all things necessary to repossess same, and in case said party of the first part shall retake possession of said property, all moneys paid and/or due to first party under this contract, shall belong to and be the property of said party of the first part as liquidated damages and not as a penalty for non-fulfillment of said contract by said party of the second part, and for loss in value of said articles, and for the use of said articles while in the possession of said party of the second part, provided said amount does not exceed the sum of Thirty and 83/100 Dollars (\$30.83) per meter, the amount of damages being difficult of ascertainment and said sum being deemed in advance as being reasonable.

Should a failure by the second party to comply with the terms of this contract be due to or caused by any order, judgment or decree of a court of competent jurisdiction, or by an Act of God or by a cause beyond the control of the second party, then and in either of such events, such failure on the part of the second party shall not constitute a breach of this contract; provided, however, that if any breach of this contract by the second party is occasioned by either of the above enumerated causes, and such breach shall continue for a period of exceeding four months, then first party may terminate this contract and resort to all remedies herein provided for. The time during which such cessation of performance continues shall not be considered as any part of the 90 day trial period herein provided for, but shall be added thereto.

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The first party agrees to indemnify and save harmless the City from any loss or losses growing out of or caused by any patent infringement in connection with the installation and operation of any of said meters so installed and operated under this contract.

Second party agrees promptly to notify first party of the filing of any suit against second party involving any claimed patent infringement of said meters, and the first party shall be required to defend any such suits for and on behalf of second party and at first party's expense.

IN TESTIMONY WHEREOF, the City of Austin, Texas, has executed, in duplicate, these presents, attested by the City's seal and the Parkrite Corporation has executed the same, in duplicate, and has caused its seal to be affixed and attested by its Secretary as of the 19th day of August, A. D. 1937.

PARKRITE CORPORATION

By (Sgd) J. E. Josey,  
President

## PARTY OF THE FIRST PART

CITY OF AUSTIN

Attest:

(Sgd) C. M. McCormick  
SecretaryBy (Sgd) Guiton Morgan  
City Manager

(Seal)

## PARTY OF SECOND PART

Attest:

(Sgd) Hallie McKellar  
City Clerk

(SEAL)

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis introduced the following ordinance:

AN ORDINANCE RELATING TO TRAFFIC AND REGULATING THE USE OF PUBLIC STREETS AND HIGHWAYS IN THE CITY OF AUSTIN; DEFINING CERTAIN WORDS AND PHRASES FOR THE PURPOSE OF THIS ORDINANCE; DEFINING AND PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES UPON THE PUBLIC STREETS AND HIGHWAYS OF THE CITY OF AUSTIN; PROVIDING FOR THE INSTALLATION, OPERATION, MAINTENANCE, SUPERVISION, REGULATION AND CONTROL OF THE USE OF PARKING SPACES AND PARKING METERS AND THE INSTALLATION AND MAINTENANCE OF THE PARKING METERS; PROVIDING FOR THE COLLECTION OF REGULATORY AND INSPECTION FEES FOR THE USE OF PARKING METERS AND PARKING SPACES AND PROVIDING FOR THE DEPOSIT OF SUCH RECEIPTS WITH THE CITY MANAGER; PROVIDING FOR THE METHOD AND PURPOSE OF DISBURSEMENT OF SUCH RECEIPTS IN THE CONTROL AND PROMOTION OF TRAFFIC SAFETY AND THE HANDLING OF TRAFFIC ON THE STREETS OF THE CITY OF AUSTIN; PROVIDING FOR THE ENFORCEMENT OF THIS ORDINANCE AND PRESCRIBING PENALTIES FOR THE VIOLATION HEREOF; PROVIDING A SAVING CLAUSE FOR VALID PORTIONS OF THIS ORDINANCE AND DECLARING THE INTENT OF THE CITY COUNCIL AND THE MAYOR; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH THIS ORDINANCE BUT ONLY TO THE EXTENT OF SUCH INCONSISTENCY AND OTHERWISE MAKING THIS ORDINANCE CUMULATIVE OF OTHER REGULATIONS GOVERNING THE SUBJECT OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

The ordinance was read the first time, and upon motion of Councilman Gillis, seconded by Councilman Alford, the rule was suspended and the ordinance was passed to its second reading by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The ordinance was read the second time, and upon motion of Councilman Gillis, seconded by Councilman Alford, the rule was further suspended and the ordinance was passed to its third reading by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

The ordinance was read the third time, and upon motion of Councilman Gillis, seconded by Councilman Alford, the ordinance was finally passed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Upon motion of Councilman Gillis, the City Manager was instructed to have a street light installed at the corner of West Mary and South First Streets.

Upon motion, duly seconded and carried, the meeting was recessed at 12:15 P. M., subject to call of the Mayor.

Attest:

City Clerk.

Approved:

Mayor