

The City Manager submitted to the City Council a copy of a letter which he had written to the Federal Power Commission in protest of an Associated Press dispatch of January 22, alleging that Austin's electric rates were among the highest in the nation.

Upon motion, seconded and carried, the meeting was recessed at 11:55 A. M., subject to call of the Mayor.

Approved Oswald G. Wolf
Mayor Pro Tem.

Attest:
Harris McLean
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, February 2, 1939.

The City Council convened in regular session, at its regular meeting place in the City Hall, on Thursday, February 2, 1939, at 10:30 A. M., with Mayor Pro Tem Oswald G. Wolf presiding. Roll call showed the following members present: Councilmen Chas. F. Alford, C. M. Bartholomew, Simon Gillis, and Mayor Pro Tem Oswald G. Wolf; absent, Mayor Tom Miller.

The Minutes of the regular meeting of January 26 were read, and upon motion of Councilman Bartholomew, were adopted as read, by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, and Mayor Pro Tem Wolf; nays, none; Mayor Miller absent.

Mrs. Gertrude Miller appeared before the Council relative to her claim against the City of Austin, in the sum of \$300, for a refund of burial expenses of J. E. Wood, deceased, on the ground that the body of said deceased was ordered disinterred from Oakwood Annex without the proper authority. The matter was referred to the City Manager for investigation.

Councilman Alford introduced the following resolution:

WHEREAS, J. L. Brown is the contractor for the repair of an awning located at 4015 Guadalupe Street and desires a portion of the sidewalk area abutting Lots 1, 2, and 3, Block 8 of Hyde Park No. 2, a subdivision within the City of Austin, Travis County, Texas, during the repair of the awning, 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. L. Brown,

the boundary of which is described as follows:

Sidewalk Working Space

Beginning at the southwest corner of the above described property; thence in a westerly direction and at right angles with the centerline of Guadalupe Street to a point 4 feet east of the east curb line; thence in a northerly direction and at right angles with the centerline of Guadalupe Street 75 feet to a point; thence in an easterly direction and at right angles with the centerline of Guadalupe Street to the northwest corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said J. L. Brown, 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 south, west, and north lines 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 barricades.

(3) That provisions 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 water.

(4) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting system for all tunnels.

(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 February 15, 1939.

(6) 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.

(7) That the use and enjoyment of the space herein granted shall not be exclusive as against public needs, and the City, in making such grant, reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(8) That any public utility, or public or private property, disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said paving, whether done by the Contractor, City forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(9) That the Contractor shall furnish the City of Austin a surety bond in the sum of One Thousand Dollars (\$1,000.00), 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 repair 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, Bartholomew, Gillis, and Mayor Pro Tem Wolf; nays, none; Mayor Miller absent.

Councilman Alford introduced the following resolution:

WHEREAS, Jessie and Addie Roy are the owners of a parcel of land situated on the south side of Barton Springs Road at a location west of South 1st Street, which property is part of the Isaac Decker League, and being within the City of Austin, Travis County, Texas, and being locally known as 720 Barton Springs Road; and

WHEREAS, the said Jessie and Addie Roy, acting by and through the C. L. Dobbins Lumber Company, have made application to the City Council of the City of Austin for permission to construct a commercial driveway across the south sidewalk area of Barton Springs Road at the above described location, as shown upon the plan hereto attached marked 2-C-782, which plan is hereby made a part of said request; and

WHEREAS, the City Council of the City of Austin has favorably considered the granting of said request; therefore

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

THAT Jessie and Addie Roy, owners of a parcel of land situated on the south side of Barton Springs Road at a location west of South 1st Street, which property is part of the Isaac Decker League and being within the City of Austin, Travis County, Texas, and being known as 720 Barton Springs Road, are hereby permitted to construct a commercial driveway across the south sidewalk area of Barton Springs Road at the above described location, subject to the construction of concrete ramps, curbs, driveways, sidewalks and expansion joints as shown upon the plan marked 2-C-782, which plan is hereby made a part of this resolution, and further subject to the condition that all concrete curb, ramp and driveway construction done within the City streets shall be done by a bonded sidewalk contractor under the direction and supervision 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.

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

Councilman Gillis introduced 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 DEXTER STREET from Kinney Avenue easterly 180 feet, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said Dexter Street.

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

(2) A gas main in ROBINSON AVENUE northerly 592 feet from a point 131 feet north of the north line of Concordia Avenue, the centerline of which gas main shall be 13½ feet west of and parallel to the east line of said Robinson Avenue.

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

(3) A gas main in WINSTED LANE from Enfield Road southerly 178 feet, the centerline of which gas main shall be 12 feet west of and parallel to the east line of said Winsted Lane.

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

(4) A gas main in INDIAN TRAIL easterly 41 feet from a point 431 feet east of the east line of Spring Lane, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said Indian Trail.

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

(5) A gas main in EAST 10TH STREET from Lydia Street easterly 255 feet, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said East 10th Street.

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

(6) A gas main in LONGVIEW STREET from West 22½ Street northerly 136 feet, the centerline of which gas main shall be 7½ feet east of and parallel to the west line of said Longview Street.

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

(7) A gas main in WEST 30TH STREET across Jefferson Street intersection, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said West 30th Street.

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

(8) A gas main in WEST 29TH STREET from Glenview Avenue westerly to a point 400 feet west of the west line of Jefferson Street, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said West 29th Street.

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

(9) A gas main in MOHLE DRIVE from a point 35 feet east of the east line of Jefferson Street westerly to a point 400 feet west of the west line of Jefferson Street, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said Mohle Drive.

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

(10) A gas main in NORTHWOOD ROAD from a point 25 feet east of the east line of Jefferson Street westerly to a point 400 feet west of the west line of Jefferson Street, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of said Northwood Road.

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

(11) A gas main in WESTOVER ROAD across Jefferson Street intersection, the centerline of which gas main shall be 20 feet south of and parallel to the north line of said Westover Road.

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

(12) A gas main in WESTOVER ROAD from Jefferson Street westerly 5 feet, the centerline of which gas main shall be 7½ feet south of and parallel to the north line of Westover Road.

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

(13) A gas main in JEFFERSON STREET across Northwood Road intersection, the centerline of which gas main shall be 7½ feet west of and parallel to the east line of said Jefferson Street.

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

(14) A gas main in JEFFERSON STREET across Mohle Drive intersection, the centerline of which gas main shall be 7½ feet west of and parallel to the east line of said Jefferson Street.

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

(15) A gas main in JEFFERSON STREET across West 30TH Street intersection, the centerline of which gas main shall be 7½ feet west of and parallel to the east line of said Jefferson Street.

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, Councilmen Alford, Bartholomew, Gillis, and Mayor Pro Tem Wolf; nays, none; Mayor Miller absent.

A resolution of the Commissioners Court of Travis County, Texas, increasing its appropriation for the construction of the Tuberculosis Sanatorium, P. W. A. Docket Tex-2070-F in an amount not less than \$3300, and not to exceed \$6000, was received and filed.

Councilman Gillis then introduced the following resolution:

WHEREAS, on December 1, 1938, the City Council of the City of Austin awarded the contract for the construction of a Tuberculosis Sanatorium, for the City of Austin and Travis County, being PWA Docket No. Texas-2070-F, to Will O'Connell, for the sum of \$44,600.00, which was \$12,000.00 more than was originally appropriated for this project, contingent upon the Commissioners Court of Travis County, Texas, agreeing to pay one-half of the additional cost of the construction of the Tuberculosis Sanatorium; and

WHEREAS, the Commissioners Court of Travis County has passed a resolution appropriating \$6000.00 as their one-half of this additional cost of the construction of the Tuberculosis Sanatorium; now, therefore,

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

THAT the City Manager be, and he is hereby, authorized to transfer from current funds the sum of \$6000.00 as and when needed and deposit same with the City Treasurer in the account known as "Construction Fund, Docket Texas-2070-F, City of Austin" as the City of Austin's one-half of the additional cost of the construction of the Tuberculosis Sanatorium, PWA Docket No. Texas-2070-F.

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

Councilman Gillis introduced the following resolution:

WHEREAS, the City Council, on January 19, 1939, passed a resolution providing for certain procedure to be followed by the City in cooperation with the State Highway Department towards constructing a bridge and approaches over the Colorado River, in the City of Austin; and

WHEREAS, the State Highway Commission, on January 23, 1939, by Order No. 15946, authorized this project under the same general terms and conditions as contemplated by the City Council, but the Commission wishes a resolution of the City Council incorporating the exact wording of the State Highway Commission; now, therefore,

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

THAT the City of Austin hereby accepts the program as outlined in the Commission's Order No. 15946, as follows:

" This order is conditioned upon the acceptance of this minute by the City of Austin and recorded order by the City of Austin agreeing to the

following provisions:

1. During the years 1939 and 1940, the City of Austin will make all necessary surveys and secure all necessary right-of-way from Barton Springs Road extending north as far as possible, but definitely to Twelfth Street, and will construct a portion of the improvement agreed upon and considered the most essential north of Fifth Street.

2. During the year 1941, the City of Austin will continue with the securing of any remaining right-of-way and will continue the improvements on the portion for which it has assumed responsibility between Fifth Street and the State Insane Hospital grounds, as they may be needed, so that by 1942 the City will have completed all improvements agreed upon and will have furnished all right-of-way within the city limits.

It is further the expressed intention of the Highway Commission that the costs of the improvements to be performed by the Texas Highway Department and the City of Austin will be approximately equal and estimated to be from \$275,000 to \$300,000 each, and should such costs be found to be unequal when estimates are prepared, then the limits of the expenditures by either party will be open to discussion for the mutual satisfaction of both parties concerned. "

and

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

THAT the City Manager is hereby directed to furnish three certified copies of this resolution to the State Highway Commission.

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

Councilman Gillis introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ENTITLED, "AN ORDINANCE REGULATING THE OPERATION OF TAXICABS AND TAXICAB DRIVERS IN THE CITY OF AUSTIN UNDER THE DIRECTOR OF PUBLIC SAFETY; PRESCRIBING LICENSE FEES FOR TAXICABS AND DRIVERS THEREOF; LICENSING AND REGULATING TAXICAB TERMINAL OPERATORS; PRESCRIBING PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING A SAVING CLAUSE; REPEALING CONFLICTING ORDINANCES, EXCEPTING CERTAIN JITNEY ORDINANCES; AND DECLARING AN EMERGENCY," IN SECTION 21, PARAGRAPH (b) THEREOF, WHICH SAID ORDINANCE WAS PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN DECEMBER 15, 1938, AND IS RECORDED IN BOOK "K", PAGES 440-452, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Gillis moved that the rule be suspended and the ordinance be passed to its second reading. The motion was seconded by Councilman Alford and was carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Pro Tem Wolf; nays, none; Mayor Miller absent.

The ordinance was read the second time and Councilman Gillis moved that the rule be further suspended and the ordinance be passed to its third reading. The motion was seconded by Councilman Alford and was carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Pro Tem Wolf; nays, none; Mayor Miller absent.

The ordinance was read the third time and Councilman Gillis moved that the ordinance be finally passed. The motion was seconded by Councilman Alford and was carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Pro Tem Wolf; nays, none; Mayor Miller absent.

Councilman Bartholomew introduced the following resolution:

WHEREAS, Front Street in the City of Austin is one block long and extends from Duval Street to Benelva Drive between 31st Street and 32nd Street, and has never been opened for use because of a high bluff in the middle of said street; and

WHEREAS, Mrs. Fred Morse, who lives at 3126 Duval Street, desires permission to erect a temporary garage in the west end of said Front Street at a point which will in no wise interfere with traffic, or the ingress and egress of any person; and

WHEREAS, the City Engineer has recommended that Mrs. Morse be granted permission to place said temporary structure in the west end of Front Street; therefore,

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

THAT Mrs. Fred Morse be and she is hereby granted permission to erect a temporary garage in the west end of Front Street in the City of Austin at a point to be designated by the City Engineer, conditioned upon the execution by the said Mrs. Fred Morse of a release to the City of Austin indemnifying and releasing the City in event of damages growing out of said structure, and her agreement to move said garage within 60 days after written notice by the City to vacate this property.

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

Councilman Alford introduced the following resolution:

"Austin, Texas
February 2, 1939

Mr. Gulton Morgan
City Manager
Austin, Texas

Dear Sir:

We, the undersigned, have considered the application of L. M. Denson, lessee of the property situated at the southeast corner of the intersection of Guadalupe Street and West 38th Street, the same being Lot 1, Block 2, of Lakeview Addition, a subdivision within the City of Austin, Travis County, Texas, for permission to install gasoline pumps and underground storage tanks and to operate a drive-in gasoline filling station at the above described location, the same being locally known as 3711 Guadalupe Street, and we hereby advise that the following conditions exist:

The property upon which this filling station is to be located is designated as "C" Commercial Use District upon the zoning maps of the City of Austin.

A storm sewer exists in Guadalupe Street adjacent to this location.

We recommend that L. M. Denson be granted permission to construct, maintain, and operate said drive-in gasoline filling station and to construct curbs, ramps and sidewalks in conjunction therewith, subject to the following conditions:

(1) That all buildings and equipment shall be placed inside of the property line, correct lines to be obtained before construction starts or equipment is installed. Lines and grades to be obtained from the City Engineering Department for entrances and driveways, building lines to be approved by the City Building Inspector. That the applicant shall confer with the City Engineering Department as to the future grades of the sidewalks and gutters on the adjacent streets before he starts any construction relative to the filling station.

(2) That all construction of the filling station improvements shall be in accord with the building ordinance, the zoning ordinance, the filling station ordinance, and in accord with the ordinance prohibiting the disposal of commercial water or oils upon the City streets.

(3) That the grades of the station shall be such that no waste oils or water or any floor washings shall ever pass over the City sidewalk area and that all of said oils and water shall be concentrated into a combined grease and sand trap which shall be constructed in accordance with our standard plan 2-H-146 and shall be conducted by a pipe connection from said sand trap to the nearest storm sewer at the expense of the applicant. Before commencement of any construction, the applicant shall apply to the City Engineer for an estimate of the cost of that portion of the storm sewer which will have to be built within the City streets or alleys and shall deposit in escrow a sum equal to said estimate with the City Finance Director.

(4) That all filling station improvements, pumps, driveways, ramps, gutters, sidewalks, and curbs shall be constructed of concrete at the expense of the applicant as set forth upon the plan hereto attached, which plan bears the City Engineer's file number 2-H-621.

(5) Expansion joints shall be constructed as shown upon the plan hereto attached marked 2-H-621 and shall be of the pre-moulded type.

(6) That before use of said station, the owner shall apply to the Building Inspector for final inspection when he considers that he has complied with all the requirements of the City.

Respectfully submitted,

(Signed) J. E. Motheral
City Engineer

J. C. Eckert
Building Inspector.

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves as a filling station

site the property situated at the southeast corner of the intersection of Guadalupe Street and West 38th Street, which property is known as Lot 1, Block 2 of Lakeview Addition, a subdivision within the City of Austin, Travis County, Texas, and being locally known as 3711 Guadalupe Street, and hereby authorizes L. M. Denson, lessee, to construct, maintain, and operate a drive-in gasoline filling station and to construct curbs, ramps, and sidewalks in conjunction therewith, subject to the same's being constructed in compliance with all the ordinances relating thereto, and further subject to the foregoing attached recommendations and plans; and the Building Inspector is hereby authorized to issue an occupancy permit for the operation of this filling station after full compliance with all the provisions of this resolution, and said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper, present and future, regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, traffic and fire regulations; and the right of revocation is retained if, after hearing, it is found by the City Council that the said L. M. Denson has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

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

Councilman Bartholomew introduced the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, a municipal corporation of the State of Texas, that Gulton Morgan, 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 January 26, 1939, between said corporation and Guy A. Thompson, Trustee, International-Great Northern Railroad Company, debtor, herein called Carrier, respecting among certain things a certain 12" water pipe line crossing under I-GN tracks at Engr.Sta.9368 / 99 ICC, 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 26th day of January, A. D. 1939,
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 water (12" pipe line) along or across the right of way or other grounds constituting a part of Carrier's railroad (hereinafter called premises) at, 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 Engr.Sta.9368 / 99 ICC, 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. Said things, including the time and manner of doing any work, each shall conform to the requirements of 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; 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 26th day of January, 1939, 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 or 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 or 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 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 Trustee under jurisdiction of the United States Court, Eastern Division, Eastern District of Missouri, and, upon the date that ownership or control of the railroad and property of said Railroad Company by said Trustee or his 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.

Attest:

GUY A. THOMPSON, TRUSTEE
INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY, DEBTOR

Secretary for the Trustee

By

Senior Executive Ass't
"CARRIER"

Attest:

CITY OF AUSTIN

By

City Manager
"LICENSEE"

City Secretary

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

Councilman Bartholomew brought before the meeting for consideration the matter of relieving traffic congestion on the Colorado River bridge by eliminating the traffic light at the intersection of South Congress Avenue and Barton Springs Road, designating Barton Springs Road as a one-way street for west bound traffic, and routing incoming traffic from Barton Springs Road over the street intersecting South Congress Avenue opposite Riverside Drive. The matter was referred to the City Manager for further consideration.

The following resolution was introduced:

WHEREAS, City of Austin taxes have been assessed in the name of Elmer Hubbard for the various years as shown by the Tax Assessor's rolls of the City of Austin which are made a part hereof for all pertinent purposes, upon Lot 10, Block 8, Outlot 58, Division "B", Plat 36 in the City of Austin, Travis County, Texas, and Lots 1 and 2, Block 12, Outlot 57, Division "B", Plat 36, in the City of Austin, Travis County, Texas, the taxes upon said described land for the various years aggregating \$360.76, and the penalty for non-payment of said taxes at maturity upon said property amounting to \$16.79, and the interest for non-payment of said taxes when due amounting to \$151.14, making the aggregate amount of taxes, penalty and interest, \$528.69; and

WHEREAS, the City Council of the City of Austin has heretofore by resolution duly adopted authorized the City Tax Assessor and Collector to strike from his rolls said penalty in the sum of \$16.79, and one-half of the interest in the sum of \$75.57, leaving the amount due, \$436.33, plus court costs in Suit No. 45,899, leaving a total of \$438.33, on the payment of which said City Tax Assessor and Collector has been authorized and directed to issue a receipt showing payment in full of said taxes and interest up to and including the year 1938 on the payment by said Ben H. Powell, owner of said land, of the sum of \$438.33; therefore

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

THAT Guiton Morgan, City Manager of the City of Austin, is hereby authorized and directed to execute a quitclaim deed to the said Ben H. Powell, releasing to him all the right, title and interest which said City has or claims in and to the aforesaid premises upon the payment by him to the City Tax Assessor and Collector the aforesaid taxes and interest and court costs in the sum of \$438.33.

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

Upon motion, seconded and carried, the meeting was recessed at 11:50 A. M., to Tuesday, February 7, at 4:00 P. M.

Approved:

Ben H. Powell
Mayor Pro Tem.

Attest:

Hallie McKee City Clerk.

RECESSED MEETING OF THE CITY COUNCIL:

Austin, Texas, February 7, 1939.

The City Council convened in recessed session, at the regular meeting place in the City Hall, on Tuesday, February 7, 1939, at 4:00 P. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Chas. F. Alford, C. M. Bartholomew, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf; absent, none.

The following report of the Architect on PWA Docket 2070-F, Austin-Travis County Sanatorium Project, was received:

"Austin, Texas
February 3, 1939

Tex-2070-F
Austin-Travis County
Sanatorium

Honorable Judge & Commissioners Court
of Travis County
Mr. Mayor and City Council
Austin, Texas

Gentlemen:

Bids for the mechanical work on the Austin-Travis County Sanatorium were received at 3 P. M., February 3, 1939, in the office of the City Manager, Austin, Texas. The bids were duly tabulated and the following contractors were found to be low with their base bids in the amounts indicated below.

Electrical work, W. K. Jennings, Jr. -----	\$ 3,919
Plumbing work, B. F. Lanier & Sons -----	6,890
Steam Heating work, Fox-Schmidt -----	5,923

I recommend that the bid of W. K. Jennings, Jr., for the electrical work be accepted with alternates #1, 2, 3, 4, 5, and 6, totalling \$260, deducted from the base bid indicated, which leaves the contract total of \$3,659.

I recommend that the bid of B. F. Lanier & Sons for plumbing work be accepted with alternate #1, totalling \$815, deducted from the base bid indicated, which leaves \$6,075, as the contract price.

I recommend that the bid of Fox-Schmidt for steam heating be accepted with alternate #1, totalling \$90, deducted from the base bid indicated, which leaves \$5,833, as the contract total.

Very truly yours,

(Signed) David C. Baer
Architect on above project. "

Councilman Gillis introduced the following resolution and moved its adoption. The motion was seconded by Councilman Alford, and was carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The resolution is as follows:

WHEREAS, in accordance with the requirements of the Federal Emergency Administration of Public Works and the provisions of the City Charter of the City of Austin, Texas, proposal for bids for the mechanical work under PWA Docket No. Tex-2070-F, was duly advertised and publicly opened at 3 o'clock P. M., February 3, 1939, at the City Hall in Austin, Texas; and

WHEREAS, at said time and place said bids were publicly opened and read as specified; and

WHEREAS, it was found that the base bid of W. K. Jennings, Jr., for the electrical work for the Tuberculosis Sanatorium, PWA Docket No. Texas-2070-F, in the amount of \$3,919, less Alternates Nos. 1, 2, 3, 4, 5 and 6, totalling \$260, which leaves the contract price total \$3,659; the base bid of B. F. Lanier and Sons for the plumbing work on said docket number, in the amount of \$6,890, less Alternate No. 1, in the amount of \$815, which leaves the contract price total \$6,075; and the base bid of Fox-Schmidt for the steam heating equipment installation on said docket number, in the amount of

\$5,923, less Alternate No. 1, in the amount of \$90, which leaves the contract price total \$5,833. were the lowest and best bids under said project, and that said bids were regular and proper in all particulars; therefore,

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

THAT the said bid of W. K. Jennings, Jr., for electrical work on said Tuberculosis Sanatorium, in the amount of \$3,659; the said bid of B. F. Lanier and Sons, for plumbing work on said Tuberculosis Sanatorium, in the amount of \$6,075; and the said bid of Fox-Schmidt for the steam heating equipment installation in the Tuberculosis Sanatorium, in the amount of \$5,833, be and the same are hereby accepted, subject to the approval of the Federal Emergency Administration of Public Works, and the City Manager in behalf of the City of Austin is authorized and instructed to enter into a contract with the said W. K. Jennings, Jr., B. F. Lanier and Sons, and Fox-Schmidt, respectively, subject to the approval of the Federal Emergency Administration of Public Works.

Upon motion, seconded and carried, the meeting was recessed, subject to call of the Mayor.

Approved: Tom Miller
Mayor

Attest:

Walter McQueen
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, February 9, 1939.

The City Council convened in regular session, at its regular meeting place in the City Hall, on Thursday, February 9, 1939, at 10:40 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Chas. F. Alford, Simon Gillis, and Mayor Tom Miller; absent, Councilmen C. M. Bartholomew and Oswald G. Wolf.

The reading of the Minutes was dispensed with.

Mayor Miller introduced the following resolution:

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

THAT the sum of \$1,000.00 be and the same is hereby appropriated out of the Water, Light and Power Fund, not otherwise appropriated, for the purpose of refunding the following named persons their pro rata of the cost due them for the building of an electric line from Barton Springs to Eanes School:

Ben F. Jones	-----	\$ 34.70
W. W. Causey	-----	34.70
Ira W. Wilke	-----	34.70
B. B. Beard	-----	69.40
Chas. A. Quist	-----	34.70
Harry Smith	-----	410.60
Jesse Piland	-----	34.70
A. M. Fitzpatrick	-----	34.70
Ernest Leonard	-----	173.00
M. C. Landrum	-----	34.70
Chas. Dellana	-----	69.40
Wm. G. Bulian	-----	34.70