

SPECIAL MEETING OF THE CITY COUNCIL:

Austin, Texas, May 3, 1939.

The City Council convened in special session, at its regular meeting place in the City Hall, on Wednesday, May 3, 1939, at 10:30 A. 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.

Mayor Miller laid before the Council a resolution approving certain agreements between the City of Austin and the Electric Home and Farm Authority of Washington, D.C., which resolution was read in full and discussed at length.

Mayor Miller moved that the resolution be adopted. The motion was seconded by Councilman Wolf. The motion carrying with it the adoption of the resolution prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Mayor Miller, and Councilman Wolf; nays, Councilman Gillis.

The resolution is as follows:

WHEREAS, the City Council, after due consideration, deems it advisable for the City of Austin to enter into certain Agreements with the Electric Home and Farm Authority, 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 execute those certain Agreements with the Electric Home and Farm Authority, which are as follows:

AGREEMENT entered into as of the _____ day of _____, 1939, by and between the City of Austin, Texas, a municipal corporation organized under the laws of the State of Texas, hereinafter called UTILITY, and Electric Home and Farm Authority, a corporation organized under the laws of the District of Columbia, hereinafter called AUTHORITY:

W I T N E S S E T H

In consideration of the mutual covenants included herein, the parties hereto covenant and agree:

1. The special terms used herein shall have the following meaning:

(a) "Eligible Equipment" shall mean equipment specified by AUTHORITY as eligible for financing under AUTHORITY'S financing plan.

(b) "Dealer" shall mean a retail dealer approved by AUTHORITY.

(c) "Customer" shall mean a purchaser at retail of eligible equipment from a Dealer, at the time of purchase giving Customer Paper (as hereinafter defined) as consideration for said equipment, and who at such time shall be using and paying for electricity provided by UTILITY.

(d) "Customer Paper" shall mean chattel mortgages, conditional sale contracts, leases, promissory notes, or other evidences of indebtedness, all in form prescribed by AUTHORITY, given by Customer as consideration for the purchase from Dealer of eligible equipment.

2. AUTHORITY will supply to UTILITY and keep currently correct list of (a) eligible equipment and the manufacturers thereof; (b) Dealers in the territory served by UTILITY.

3. If a Dealer shall offer Customer Paper for sale directly to UTILITY, UTILITY shall forward such Customer Paper to AUTHORITY. If AUTHORITY purchases such Customer Paper from said Dealer, or if AUTHORITY purchases Customer Paper offered directly to

AUTHORITY by a Dealer, AUTHORITY shall forward to UTILITY and UTILITY shall accept duplicates of all such Customer Paper for the purposes hereinafter set forth. If UTILITY shall find that such equipment has not been received by the Customer, UTILITY shall notify AUTHORITY immediately and shall not thereafter, without written consent of AUTHORITY accept any Customer Paper from said Dealer for any purpose.

4. UTILITY shall collect or attempt to collect installments due on Customer Paper represented by the duplicates received as aforesaid from AUTHORITY until the obligation of the Customer is fully paid. In billing and collecting installments due, UTILITY shall be governed by the following procedure:

(a) With the regular monthly service bill rendered to Customer by UTILITY, UTILITY will send to Customer a notice of each installment due; provided, however, the first such notice shall not be sent before fifteen (15) days after the date of Customer Paper, or with the next monthly utility bill.

(b) If installment is unpaid at the time of mailing the next monthly service bill of UTILITY to Customer, UTILITY will send to Customer with said monthly service bill a delinquent notice, and a copy thereof to the Dealer from whom the Customer Paper in default was received.

(c) UTILITY will assign a collector to contact Customer between Thirty (30) and Forty (40) days after due date.

(d) If installment is unpaid Fifty (50) days after due date, UTILITY, within fifty-five (55) days after due date, shall send demand notice to DEALER to repurchase the Customer Paper in accordance with said Dealer's agreement with AUTHORITY, and shall send a copy thereof to AUTHORITY.

(e) If installment is unpaid sixty (60) days after due date and if Dealer has not complied with the terms of said Dealer's agreement with Authority, UTILITY within sixty-five (65) days after due date shall notify AUTHORITY of default on the part of Customer and Dealer.

5. Total to all collections or other monies received on account of Customer Paper shall be vested in AUTHORITY immediately upon receipt thereof by UTILITY, or any agent or branch thereof, and in each month that UTILITY collects or receives monies on account of Customer Paper, said collections and other monies, together with all sums received from Dealers shall be forwarded by UTILITY to AUTHORITY, said remittances to be accompanied by a statement upon a form provided by AUTHORITY showing (a) the collections made that month on Customer Paper; (b) the sums received from Dealers; and (c) the aggregate outstanding balance on all Customer Paper on which UTILITY is making or attempting to make collections. Until monies collected are received by AUTHORITY any loss thereof through any cause shall be borne by UTILITY.

6. UTILITY shall send to AUTHORITY, at least once in every thirty (30) days, a statement which shall show with reference to each Dealer from whom AUTHORITY has received Customer Paper secured by eligible equipment placed on UTILITY'S lines (a) the amounts thirty (30) days or more overdue on Customer Paper received by AUTHORITY from said Dealer, and (b) the aggregate amount due on Customer Paper received by AUTHORITY from said Dealer.

7. UTILITY shall retain the duplicate of each unit of Customer Paper until such as the amount due thereon shall have been paid in full or the obligation of the Customer has otherwise been paid or the contract has been closed out. Thereafter UTILITY shall forward said duplicate to AUTHORITY.

8. UTILITY shall at all times keep Customer Paper, duplicates thereof and correspondence in connection therewith, separate and distinct from all other documents in the possession of UTILITY, said Customer Paper, duplicates and correspondence at all reasonable times to be subject to the inspection of AUTHORITY. Accounts and records of whatever nature pertaining to Customer Paper and the collections thereon shall be kept in such manner, approved by AUTHORITY, as will make the information therein readily available to AUTHORITY and to the Comptroller General of the United States at all reasonable times. Upon request UTILITY shall furnish to the AUTHORITY or to the Comptroller General of the United States any information pertaining to Customer Paper or to collections thereon.

9. UTILITY shall notify AUTHORITY and the Dealer concerned immediately if UTILITY knows or has notice that any Customer from whom UTILITY is collecting, or attempting to collect installments due on Customer Paper has ceased to use the service of UTILITY or changed residence and left behind equipment securing the Customer Paper ; or has removed or is about to remove from the place of original installation the equipment securing the Customer Paper.

10. UTILITY shall notify AUTHORITY immediately if UTILITY knows or has notice that any Dealer is in default under or is violating any obligation of the contract between such Dealer and AUTHORITY, or that such Dealer has ceased or is about to cease to do business as a going concern, or has become insolvent, or that a proceeding under Section 77B of the Bankruptcy Act, or that a petition in bankruptcy, or for a receiver has been filed by or against such Dealer.

11. Should a Customer of another utility cooperating with AUTHORITY transfer to the lines of this UTILITY, this UTILITY shall receive from AUTHORITY and book duplicate of Customer Paper theretofore executed by said Customer and thereafter proceed in accordance herewith. Upon receipt from AUTHORITY of an executed copy of a transfer of equity by a Customer of another utility cooperating with AUTHORITY, or by a Customer of this UTILITY, to a Transferee who is on UTILITY'S lines, UTILITY shall book the Customer Paper so transferred in the name of the Transferee and thereafter treat said Transferee as a Customer for the purposes set forth herein.

12. AUTHORITY will pay to UTILITY the sum of One Dollar (\$1.00) as booking charge for each duplicate of Customer Paper received by UTILITY for the purposes herein stated; it being understood, however, that UTILITY will not be paid booking fees for services rendered in accordance with Section 11 hereof. In addition to said booking charge, AUTHORITY will pay to UTILITY for the service of billing and collecting the sum of twelve and one-half cents (12½¢) for each contract upon which billing has been made for the current month in accordance with the terms of this agreement. AUTHORITY will remit said sums to UTILITY at the end of each month.

Payment of the above mentioned sums shall constitute full payment for all services to be performed by UTILITY pursuant to the terms of this contract, including, but without limitation, personal service, mail and telephone service, space and supplies.

13. AUTHORITY shall furnish to UTILITY Customer Paper forms, report forms, rate charts and pamphlets used in the operation of the financing plan of AUTHORITY. UTILITY shall distribute necessary forms to Dealers and furnish to Dealers all information available to UTILITY with reference to the operation of the plan. Communications and inquiries received by UTILITY from Dealers or Customers which for any reason require the attention of AUTHORITY shall be forwarded to AUTHORITY within a reasonable time

after the receipt thereof by UTILITY.

14. At the request of any Dealer, UTILITY shall furnish to such Dealer any information UTILITY may have with reference to the credit of any proposed Customer.

15. This contract shall inure to the benefit of and bind the successors and assigns of the parties hereto to the same extent as the original parties. It shall be in effect from the date of the execution hereof until cancelled by written agreement of the parties, or until the expiration of thirty (30) days following the receipt of written notice of intention to cancel from one party to the other party. Registered letters containing such notice shall operate as cancellation of this agreement if addressed to UTILITY and received at Municipal Building, Austin, Texas, or if addressed to AUTHORITY at Washington, D. C., and a receipt of delivery is obtained. Such cancellation shall in no way affect any obligation of either party incurred prior to the date of cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto, all as of the day and year first above written.

CITY OF AUSTIN

BY City Manager

Attest:

City Clerk

ELECTRIC HOME AND FARM AUTHORITY

By President.

Attest:

Secretary

UTILITY WIRING AGREEMENT

To: Electric Home and Farm Authority
Washington, D. C.

It is understood that upon conditions prescribed by you, you will finance the electric wiring of homes and certain other structures now being or about to be served with the electric energy of utilities cooperating in your program.

In consideration of your making this plan available to those persons, hereinafter called Purchasers, who now use, or will use our electric energy upon completion of the work herein mentioned, and who otherwise qualify with you, we offer, without charge to you or other consideration, to perform the following services:

We shall receive and forward to you for your acceptance or rejection four duplicate originals of the Joint Proposal of a Contractor on your approved list and a Purchaser similarly approved, which proposal shall contain a full description of the electric wiring work to be performed by the Contractor, the approximate cost thereof, the Purchaser's credit statement, and the Purchaser's agreement upon satisfactory completion of the work, to execute in favor of the Contractor a negotiable promissory note in payment therefor. Should the Proposal be acceptable to you, you will return to us one of the fully executed duplicate originals, and you will return one to each party of the Proposal.

Upon receipt of written advice of your acceptance of said Proposal, and upon completion of the work described therein, we shall have the privilege of either purchasing the said note for your account (provided we purchase customer paper for you as set forth in the provisions of a separate agreement now existing between us, the date of which is stated below), or of forwarding the same to you for purchase, subject, however,

to the following conditions, which may be waived only with your written consent:

(a) The note shall be accompanied by a certificate executed by the Contractor and Purchaser jointly, in quadruplicate, in form prescribed by you, giving description of the work, and the amount and terms of payment; and certification by our Chief Electrical Inspector that the work has been completed in accordance with applicable regulations and requirements.

(b) The note shall be in substantially the same form as described in the certificate, shall bear the signature of the Purchaser, and of the property owner, also, if the Purchaser is a lessee, and in all cases shall be endorsed to you by the Contractor without recourse.

(c) The finance charge shall conform to your then prevailing policies as indicated to us by you in writing, and the terms of credit, installment payments, number of payments and down payments shall be substantially as set forth in the Proposal.

Should we find the certificates and note to be in order, we shall forward the note to you for purchase; we shall also forward all copies of certificates. Upon your purchase of said note, you shall return one set of certificates to us, and a copy of the Certificate to the Contractor and Purchaser. We agree to bill, collect, remit and report upon each purchased note in the same manner as that set forth in the separate agreement now existing between us dated _____ day of _____, 1939, with regard to your financing of electrical appliances, except that we will not be required to send copies of delinquent notices to Contractors or to demand repurchase of notes by Contractors.

Title to all funds collected on account of the within described notes will be vested in you immediately upon receipt thereof by us, our agent, or employee. We agree to bear any loss arising in connection therewith until such funds are received by you.

Acceptance of the foregoing offer, as indicated by the signature of your duly authorized officers, shall cause this instrument to become a binding contract, effective as of the date of acceptance. It shall inure to the benefit of and bind the successors and assigns of the parties hereto to the same extent as the original parties. It may be cancelled by written agreement, or upon the expiration of thirty (30) days following the receipt of written notice of intention to cancel from one party to the other. Registered letters containing such notice shall operate as cancellation of this agreement if addressed to you at Washington, D. C., or to us at the Municipal Building, Austin, Texas. Such cancellation shall in no way affect any obligation of either party incurred prior to the date of cancellation.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk

ACCEPTED:

ELECTRIC HOME AND FARM AUTHORITY

By _____ President. (Seal)

Date _____

Attest:

Secretary.

It was the sense of the meeting that, in order to encourage the use of electric ranges, the Electric Department be duly authorized to enlarge the service connections and meter to a residence that already has service for lighting, the cost of such work to be borne by the City.

The City Manager was instructed to have the old Robert E. Lee Road, which winds along the south bank of the Colorado River, cleared and the width established, preparatory to opening said road to traffic.

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

Approved: Tom Miller
Mayor

Attest:

Walter McKeen
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, May 4, 1939.

The City Council convened in regular session, at the regular meeting place in the City Hall, on Thursday, May 4, 1939, at 10:10 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 Bartholomew and Wolf.

The reading of the Minutes was dispensed with.

A committee of citizens, with Dr. Goodall H. Wooten as spokesman, came before the Council and presented a plaque of Stephen F. Austin, by Peter Mansbendel, Sculptor, commemorating one hundred years of good city government; the contributors to the purchase of said plaque being as follows: Dr. G. H. Wooten; A. D. Bolm; E. P. Cravens; R. G. Mueller; Arthur Sprinkle; Ad. Kohn; Morris Hirshfeld; Herman Brown; L. Novy; Walter Bohn; Walter Tips Co.; W. C. Schulle; Becker Lumber Co.; A. C. Bull; Fox-Schmidt; F. W. Sternenberg; Carl T. Widen; Walter E. Long; Page & Southerland; American-Statesman; O. P. Lockhart; T. H. Williams, Sr.; Ike D. White; E. H. Perry; W. A. Keeling; E. L. Steek Co.; John A. Gracy; Hilliare F. Nitschke; John C. Ross; Carl M. Mayer; Eddie Joseph; Horace C. Barnhart; and Alfred Ellison.

Mayor Miller, on behalf of the City Council and the citizens of Austin, thanked the Committee for this very beautiful and patriotic gift, and ordered that same be hung in the lobby of the Municipal Building.

Councilman Alford introduced the following resolution:

WHEREAS, the Water Department has had under consideration the purchase of water lines constructed by Robert Bauerle, used as a private water system, for the reason that said private system is now in the city limits of the City of Austin and is now