

City of Austin is authorized and directed to charge said penalty in the sum of \$6.82, and one-half of the interest in the sum of \$34.20, off his rolls and to issue to the party entitled to receive same a receipt in full on the payment of said taxes and one-half of the interest, as aforesaid.

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

Upon motion, seconded and carried, the meeting was recessed at 11:10 A. M., subject to call of the Mayor.

Approved: Tom Miller
Mayor

Attest:

Hallie McNeel
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, May 18, 1939.

The City Council of the City of Austin, of the State of Texas, convened in regular session, at the regular meeting place, on this 18th day of May, 1939, with the following members present, to wit: Councilmen Chas. F. Alford, C. M. Bartholomew, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf; with the following absent, NONE, constituting a quorum.

The reading of the Minutes was dispensed with.

Councilman Alford introduced a proposed resolution and moved its adoption. The resolution was read in full. Councilman Wolf seconded the motion. The motion was carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; NOES: NONE.

The Mayor announced that the resolution had been finally passed.

The resolution is as follows:

RESOLUTION ACCEPTING AN AMENDATORY OFFER OF THE UNITED STATES OF AMERICA TO AID BY WAY OF GRANT IN FINANCING A PROJECT THEREIN DESCRIBED

WHEREAS, the United States of America has offered to aid the City of Austin, Texas, by way of an amendatory grant in financing the construction of an incinerator, including necessary equipment and the acquisition of necessary land; and

WHEREAS, at a regular meeting of the City Council of the City of Austin, held Thursday, May 18, 1939, this Amendatory Offer was presented and it is deemed desirable that the said Amendatory Offer be accepted by the City at this time; now, therefore,

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

1. THAT the Amendatory Offer of the United States of America, reading as follows:

" P. W. 89377-8

FEDERAL EMERGENCY ADMINISTRATION
OF PUBLIC WORKS

Washington, D. C.
Dated: May 12, 1939
Docket No. Tex. 1852-F

City of Austin
Austin, Travis County, Texas

The United States of America hereby offers to amend the contract created by the acceptance by the City of Austin, Travis County, Texas, on August 25, 1938, of the Offer made by the United States of America and dated August 18, 1938, by (1) striking out, in Line 8 of Paragraph 1 of said Offer, the figures "\$67,500" and inserting in lieu thereof the figures "\$75,951", and (2) by striking out Paragraph 2 of said Offer and inserting in lieu thereof a paragraph to read as follows: "2. By acceptance of this Offer the Applicant covenants to complete the Project with all practicable dispatch, and in any event by May 13, 1939."

UNITED STATES OF AMERICA

Federal Emergency Administrator
of Public Works

By (Signed) E. W. Clark
For the Assistant Administrator

be and the same is hereby in all respects accepted.

2. That said City of Austin agrees to abide by all the Terms and Conditions of said Amendatory Offer, including the Terms and Conditions annexed thereto and made a part thereof.

3. That the City Manager be and he is hereby authorized and directed forthwith to send to the Federal Emergency Administrator of Public Works three certified copies of the proceedings of the City Council in connection with the adoption of this resolution, setting forth this resolution in full, and such further documents and proofs in connection with the acceptance of said Amendatory Offer as may be requested by the Federal Emergency Administration of Public Works.

4. That the City Manager be and he is hereby authorized and directed to execute all contract documents or other papers necessary with regard to this project, and to do any and all things required to comply with the regulations of the Federal Emergency Administration of Public Works, and that the said City Manager is designated as the Owner's representative to supervise and be responsible for the various engineers of the City of Austin who will design, plan and supervise the work contemplated under this docket, with full powers and authority to represent the City of Austin.

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

The Mayor declared the resolution finally passed.

The resolution is as follows:

WHEREAS, the City Council, after due consideration of two certain revised agreements with the Electric Home and Farm Authority, deems it advisable for the City of Austin to enter into said 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 the said agreements with the Electric Home and Farm Authority of Washington, D. C., and to send the

required number of copies to the Authority for their execution and return of one set of these agreements to the City for our files.

(AGREEMENTS ATTACHED)

"EHFA Form No. 297
(Specially Revised)

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, with our recommendations for your acceptance or rejection, four duplicate originals of the joint Proposal of a Contractor on your approved list, and a Purchaser as above defined, 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 to 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.

(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 the ____ 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 Municipal Building, Austin, Texas. Such cancellation shall in no way affect any obligation of either party incurred prior to the date of cancellation.

ACCEPTED:

ELECTRIC HOME AND FARM AUTHORITY

BY _____ (Seal)

President

Date: _____

Attest:

Secretary

CITY OF AUSTIN

By _____ (Seal)
City Manager

Attest:

City Clerk

*EHFA Form No. 208-A
(Specially Revised)

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 lists 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.

(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. Title 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 week 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 week 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 over due 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 time 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 know 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

Attest:

By _____
City Manager

City Clerk

ELECTRIC HOME AND FARM AUTHORITY

By _____
President

Attest:

Secretary

Mr. C. O. Smith submitted a letter from L. A. Adair explaining the functions of an alarm system invention of his, which he wished to demonstrate to the City Council. The matter was referred to Councilman Wolf for consideration and report to the Council.

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

The Mayor declared the resolution finally passed.

The resolution is as follows:

WHEREAS, the Board of Trustees of the Austin Independent School District has, by resolution, recommended to the City Council of the City of Austin, acceptance of an assignment by Drago Electric Company of Port Arthur, Jefferson County, Texas, of their

contract in the amount of \$7,340.00, to Fox-Schmidt, of Austin, Travis County, Texas, said contract covering the Electrical Work for Units 29, 30 and 31 under PWA Docket TEX-2134-F; and

WHEREAS, said assignment has been duly executed by both the assignor and assignee, and has been accepted and approved by the Aetna Casualty and Surety Company, Surety for Fox-Schmidt; and

WHEREAS, both the Supervising Architect's Office and the Board of Trustees recommend this acceptance as being in the interest of the Construction Program; now, therefore,

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

THAT said assignment be and it is hereby approved and accepted, and the City Manager is hereby authorized and directed to approve said assignment papers and forward same to the Public Works Administration for approval.

(RESOLUTION OF SCHOOL BOARD)

WHEREAS, the Supervising Architect has this date furnished to the Board of Trustees of the Austin Independent School District, an executed copy of an assignment from the Drago Electric Company of Port Arthur, Jefferson County, Texas, in favor of Fox-Schmidt, of Austin, Travis County, Texas; said assignment being of Contract No. 38 under PWA Docket TEX-2134-F, by and between the City of Austin, acting for and in behalf of the Austin Independent School District and the said Drago Electric Company, covering the Electric Work for Units 29, 30 and 31, for a net contract price of \$7,340.00; and

WHEREAS, said assignment has been made and executed by the said Drago Electric Company, and accepted and executed by the said Fox-Schmidt; and

WHEREAS, said assignment has been accepted by the Aetna Casualty and Surety Company, as surety for the said Drago Electric Company; and

WHEREAS, the Supervising Architect's Office recommends acceptance of this assignment as being in the interest of the Construction Program; now, therefore,

BE IT RESOLVED THAT the Board of Trustees of the Austin Independent School District do, and hereby does recommend to the City Council of the City of Austin, acceptance and approval of said assignment, subject to the approval of the Public Works Administration.

I, Cousins Gregg, Secretary to the Superintendent of Schools, hereby certify that the above resolution was introduced and unanimously carried at a special meeting of the Board of Trustees of the Austin Independent School District, held at 9:00 A.M., May 18, 1939, at which a quorum was present.

(Signed) Cousins Gregg
Secretary to the Superintendent of Public Schools,
Austin, Texas.

(SEAL)

The application of Nathan J. Hirsh, Lessee, by McKay & Avery, Attorneys, concurred in by Dudley Miller, Manager, of Brown Building, for an extension of the "C-2" Commercial District to include the Brown Building, was referred to the Board of Adjustment for recommendation.

Councilman Wolf submitted the following resolution:

"Austin, Texas
May 18, 1939

Mr. Guiton Morgan
City Manager
Austin, Texas

Dear Sir:

We, the undersigned, have considered the application of Tom Miller, acting by and through Kreisle and Brooks, Architects, for permission to construct, maintain and operate a drive-in gasoline filling station upon property located at the northeast corner of the intersection of East Sixth Street and Chicon Street, within the City of Austin, Travis County, Texas, which property is known as Lot 2, Outlot 7, Division "A" of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, and the property upon which this filling station is to be located is owned by the said Tom Miller, 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 inlet exists on the east side of Chicon Street near the north line of East Sixth Street adjacent to this location.

We recommend that Tom Miller, acting by and through Kreisle and Brooks, Architects, 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 sidewalks 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 any City street or alley 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-G-238.

(5) Expansion joints shall be constructed as shown upon the plan hereto attached marked 2-G-238 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,

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 northeast corner of East Sixth Street and Chicon Street, which property is owned by Tom Miller and is designated as Lot 2, Outlot 7, Division "A" of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, and hereby authorizes the said Tom Miller, acting by and through Kreisle and Brooks, Architects, 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 Tom Miller 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 Miller, and Councilman Wolf; nays, none.

Councilman Gillis introduced the following ordinance:

AN ORDINANCE AMENDING IN THE CERTAIN PARTICULARS HEREINAFTER STATED AN ORDINANCE ENTITLED, "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN; AND REGULATING AND DISTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOT THAT MAY BE OCCUPIED, THE SIZE OF YARDS, COURTS AND OTHER OPEN SPACES, THE DENSITY OF POPULATION, THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE INDUSTRY, RESIDENCES AND OTHER PURPOSES; AND DIVIDING THE CITY OF AUSTIN INTO DISTRICTS OR ZONES; AND REGULATING AND DISTRICTING THE ERECTION, CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR AND USE OF BUILDINGS, STRUCTURES OR LAND WITHIN SUCH DISTRICTS OR ZONES, AND PROVIDING UNIFORM REGULATIONS FOR THE SEVERAL CLASSES AND KINDS OF BUILDINGS OR STRUCTURES AND USES WITHIN THE DISTRICTS OR ZONES; AND ADOPTING TWO ZONING MAPS, DISCLOSING RESPECTIVELY THE SEVERAL USE DISTRICTS AND THE SEVERAL HEIGHT AND AREA DISTRICTS, AND THE RESTRICTIONS AND LIMITATIONS AND PROVISIONS APPLICABLE TO SUCH DISTRICTS; AND PROVIDING FOR A BOARD OF ADJUSTMENT, AND DEFINING THE POWERS OF SAME; AND PROVIDING CERTAIN PENALTIES AND REMEDIES; 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 the same prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

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 the same prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

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 the same prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The application of Bradfield & Brush for a change in zoning to "C" Commercial District and Second Height and Area District of a triangular tract of land bounded on the west by East Avenue, on the south by an extension of East 41st Street, and on the northeast by right-of-way of Southern Pacific Railroad, was received and was referred to the Board of Adjustment for recommendation.

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

The Mayor declared the resolution finally passed.

The resolution is as follows:

WHEREAS, the City of Austin has received a grant from the Public Works Administration on a project known as Docket Texas-2072-F, Storm Sewers & Bridges, and

WHEREAS, the latest approved estimate for the project contains no item for the purchase of land; and

WHEREAS, the City of Austin has proposed the purchase of certain parcels of land in connection with the construction of the project; therefore

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

THAT the City Manager be and is hereby authorized and instructed to prepare a project change order request transferring the amount of \$3,200.00 from the Engineering Fund to the Land and Rights-of-way Fund and submit such project change order request to the Public Works Administration for approval.

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

The Mayor declared the resolution finally passed.

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, proposals for bids for certain service station improvements for the City of Austin under Docket Texas 1847-2-F were received and opened December 21, 1938; and

WHEREAS, said contract was duly executed with J. M. Odom of Austin, Texas, on December 22, 1938, and the schedule of contracts were approved by the Public Works Administration on March 3, 1939; and

WHEREAS, it was provided in this contract agreement that 120 calendar days were provided for completion of the work; and

WHEREAS, the City has requested the contractor to submit a proposal for a contract change providing for the installation of overhead trolley beams in the repair building, additional concrete steps in the brake testing pit, the addition of a steel railroad bumper at the end of the railroad tracks; and

WHEREAS, the additional work involved in this change will require additional time for completion of the contract which will make the contractor go beyond the specified completion date; therefore

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

THAT a fourteen (14) day extension of time for completion of the project be granted to J. M. Odom, contractor on this work.

Councilman Alford introduced the following resolution:

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

THAT the sum of \$300.00 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of purchasing one set of Texas Jurisprudence for the Legal Department; the total cost of same being \$425.125 of which amount is available in the Budget.

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

Councilman Gillis introduced the following resolution:

WHEREAS, the curb and sidewalk specifications of the City of Austin which have 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, W. W. Heath, owner of Lot 32, Sunset Hill, Enfield, a subdivision of a portion of the George W. Spear League and being situated within the City of Austin, Travis County, Texas, which property abuts the east side of Hartford Road at a location north of Watchhill Road and being locally known as 2305 Hartford Road, has made application to the City Council of the City of Austin for 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 W. W. Heath, owner of Lot 32, Sunset Hill, Enfield, a subdivision of a portion of the George W. Spear League within the City of Austin, Travis County, Texas, which property abuts the east side of Hartford Road at a location north of Watchhill Road, and being locally known as 2305 Hartford Road, 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, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

Councilman Gillis introduced the following resolution:

WHEREAS, on December 12, A. D. 1898, R. J. Brackenridge did convey to the City of Austin a street and an alley, both of which are described and set out in a deed recorded in Volume 161, page 28, of the Deed Records of Travis County, Texas; and

WHEREAS, the alley herein referred to is more particularly described as being a strip of land eight feet in width beginning at the south side of West 24th Street and extending southerly approximately one block, the east side of which alley herein referred to is 163 feet westerly from and parallel to the west line of Leon Street; and

WHEREAS, said alley has never been opened and used for street, alley or roadway purposes; and

WHEREAS, owners of property abutting said alley have petitioned the City Council of the City of Austin to close, vacate and abandon said alley; and

WHEREAS, said petition has been reviewed and considered by the City Council of the City of Austin; therefore

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

THAT that certain alley referred to above be and the same is hereby permanently closed and vacated except that the City of Austin retains the right to construct, maintain and operate any or all public utilities in, over, upon, or across the above described alley.

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

Councilman Gillis introduced the following resolution:

WHEREAS, Charles Spalding, acting by and through J. F. Johnson, General Contractor, owner of Lot 12, Block 55, in Division "E" within the City of Austin, Travis County, Texas, which property abuts the east side of San Jacinto Street at a location north of East 15th Street Alley, has made application to the City Council of the City of Austin for permission to construct commercial driveways across the east sidewalk area of San Jacinto Street at the above described location, as shown upon the plan hereto attached marked 2-C-801, 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 Charles Spalding, acting by and through J. F. Johnson, General Contractor, owner of Lot 12, Block 55, in Division "E", within the City of Austin, Travis County, Texas, which property abuts the east side of San Jacinto Street at a location north of East 15th Street Alley, is hereby permitted to construct commercial driveways across the east sidewalk area of San Jacinto Street 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-801, 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, Mayor Miller, and Councilman Wolf; nays, none.

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

The Mayor announced that the resolution had been finally passed.

The resolution is as follows:

WHEREAS, the City Council is in receipt of copy of Architect's recommendation of acceptance, and of a School Board resolution, recommending the acceptance, under PWA Docket TEX-2134-F, of:

Contract No. 8 - Moore Construction Company, Contractor, for the General Construction of 12 Boiler Houses, and recommending waiving liquidated damages for 65-day overrun in contract time; and

WHEREAS, the City Council is also in receipt of Architect's recommendation of acceptance, and of a School Board resolution, recommending the acceptance of certain mechanical contracts under PWA Docket TEX-2134-F, as follows:

Contract No. 32 - W. K. Jennings, Jr., Contractor, for the Electrical Work for the addition to the Anderson Shop; and of

Contract No. 45- Curtis Electrical Company, Contractor, for the Plumbing and Heating Work for the Addition to the Anderson Shop;

and

WHEREAS, all contracts are under the direct supervision of the Supervising Architect's Office and are the responsibility of the Board of Trustees of the Austin Independent School District, whose recommendations and resolutions (as set out above) are attached hereto; therefore,

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

THAT acceptance of the above-listed contracts be and the same is hereby made, subject to final approval by the Public Works Administration, and the City Manager is hereby authorized and instructed to execute any and all documents relating to such final acceptance.

(Resolution of School Board)

WHEREAS, the Supervising Architect's Office advises that Mr. Arthur Fehr, Associate Architect in charge of the construction of the Shop Addition to the Anderson High School, has made final inspection, reported satisfactory and final completion and recommended acceptance of the following Mechanical Contracts on said Shop Addition, under PWA Docket TEX-2134-F:

Contract No. 32- W. K. Jennings, Jr., Contractor, for Electrical Work of the Addition to the Anderson Shop; and

Contract No. 45- Curtis Electrical Company, Contractor, for Plumbing and Heating Work of the Addition to the Anderson Shop; and

WHEREAS, the Supervising Architect's Office recommends such acceptance, and advises that the work of each contract was completed within the contract time; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE AUSTIN INDEPENDENT SCHOOL DISTRICT :

THAT Contract No. 32 and Contract No. 45 be accepted as having been finally and satisfactorily completed; and that a copy of this resolution be sent to the City Council with the request that it be ratified and forwarded to the Public Works Administration.

I, Cousins Gregg, Secretary to the Superintendent of Schools, hereby certify that the above resolution was introduced and unanimously carried at a special meeting of the Board of Trustees of the Austin Independent School District, held at 9:00 A. M., May 16, 1939, at which a quorum was present.

(Signed) Cousins Gregg
Secretary to the Superintendent of Public Schools,
Austin, Texas

(Seal)

(Architect's Recommendation)

"Austin, Texas
May 16, 1939

Mr. E. A. Murchison, President
Board of Trustees
Austin Independent School District
Austin, Texas

Dear Mr. Murchison:

Re: Docket TEX-2134-F
Schools, Austin, Texas
Contracts Nos. 32 and 45

We wish to advise that the work included under the two following contracts, each for mechanical work on the Addition to the Anderson Shop, have been completed, and we hereby recommend final acceptance of each of said contracts (same having been completed within the contract period)

Contract No. 32 - W. K. Jennings, Jr., Contractor for Electrical Work,
Addition to Anderson Shop

We are in receipt of a letter from Mr. Arthur Fehr, Associate Architect in charge of that particular building, advising that final inspection has been made and that the work has been satisfactorily completed, except for the fact that said contract includes the connecting of certain equipment to the electric wiring. These connections cannot be made until after the end of the present school term and after the school authorities have moved the equipment into the new shop.

On February 12, 1939, Mr. T. N. Porter and Mr. H. B. Iglehart, representing the School Board, accompanied by Mr. A. G. Gannaway, representing the Supervising Architect's Office, inspected the work on this contract, and recommended three corrections, which have been made.

On May 15, 1939, Mr. Andrews and Mr. Carnute, of the PWA Office, accompanied by the writer, representing the Supervising Architect's Office, made a final inspection of the work.

We hereby recommend final acceptance of Contract No. 32, but recommend that the amount of \$35.00 be retained out of the final payment until after the Contractor has had the equipment connected.

Contract No. 45 - Curtis Electrical Company, Contractor, for Plumbing & Heating
Work for the Addition to the Anderson Shop.

We are in receipt of a letter from Mr. Arthur Fehr, Associate Architect in charge of this building, advising that the work included under this contract has been satisfactorily completed, except for the fact that a final test cannot well be made of the Heating until next fall. We have been furnished with a letter from the Contractor, advising that he will make such tests and any adjustments which may be necessary at that time.

This work was likewise inspected by Mr. Porter, Mr. Iglehart and Mr. Gannaway on May 12, and by the writer, Mr. Andrews and Mr. Carnute on May 15. We recommend final acceptance of Contract No. 45, and do not recommend any hold-back, since the bond includes a 12-months maintenance period and covers such adjustments as might be required as the result of a test of the Heating System next fall.

Respectfully submitted,

GIESECKE & HARRIS
Supervising Architects

By Bertram E. Giesecke. "

(Resolution of School Board)

WHEREAS, the Supervising Architect's Office advises that each Associate Architect has, in writing, stated that the General Construction of the particular Boiler House under Contract No. 8, PWA Docket TEX-2134-F, has been satisfactorily completed, and has recommended final acceptance, which acceptance has been endorsed and recommended by the Supervising Architect; and

WHEREAS, the Supervising Architect advises further that there is a technical over run of 65 days in the construction period, and advises further that this over run was due to the fact that the work under Contract No. 8 was suspended for a similar period during the time decision was being reached as to whether or not a change should be made from oil to gas, as fuel, and recommends that since the Boiler Houses will not be used until next fall, and as the Board has suffered no damages on account of said

overrun, that the Board waive the liquidated damages; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE AUSTIN INDEPENDENT SCHOOL DISTRICT:

That the liquidated damages for the overrun of 65 days be waived, and that final acceptance of Contract No. 8 of the Moore Construction Company, under Docket TEX-2134-F be finally accepted; and that a copy of this resolution be furnished to the City of Austin, with the request that same be ratified and forwarded to the Public Works Administration.

I, Cousins Gregg, Secretary to the Superintendent of Schools, hereby certify that the above resolution was introduced and unanimously carried at a special meeting of the Board of Trustees of the Austin Independent School District, held at 9:00 A.,., May 18, 1939, at which a quorum was present.

(Signed) Cousins Gregg
Secretary to the Superintendent
of Public Schools
Austin, Texas.

(Seal)

(Architect's Recommendation)

"Austin, Texas
May 16, 1939"

Mr. E. A. Murchison, President,
Board of Trustees
Austin Independent School District
Austin, Texas

Dear Mr. Murchison:

Re: Docket TEX-2134-F
Schools, Austin, Texas
Contract No. 8

We wish to advise that the work included under Contract No. 8 for the General Construction of the 12 Boiler Houses, has been completed by the Moore Construction Company under that contract, and final acceptance of said contract is hereby recommended.

On Friday, May 12, 1939, Mr. T. N. Porter and Mr. H. B. Iglehart, representing the School Board, and Mr. A. G. Gannaway, representing the Supervising Architect's office, made an inspection trip on the work included under this contract and listed certain minor items yet needing correction.

On Monday, May 16, the writer, representing the Supervising Architect's Office, in company with Mr. Lamont Andrews and Mr. Carnute, of the Public Works Administration, made a further inspection of these projects.

We are also in receipt of a letter from each of the Associate Architects, advising that the work on each particular building has been inspected and found to have been satisfactorily completed, and recommending acceptance of the various Boiler Houses on their respective projects, which recommendation is hereby endorsed.

Under the contract documents, the completion date of Contract No. 8 was March 8, 1939. As these buildings were substantially complete on May 12, there is an overrun of construction period of 65 days.

During the construction period, the Contractor was delayed, due to the fact that the owner held up the construction during the period when decision was being reached on whether to change from oil-burning equipment to gas-burning equipment. This was due to no fault of the contractor, and as the Board has suffered no actual damages through said failure of the contractor to complete the work within the contract period (as these Boiler Houses will not be used until next fall), we respectfully

recommend that the liquidated damages be waived, and recommend final acceptance of said Contract No. 8.

Respectfully submitted,

GIESECKE & HARRIS
Supervising Architects

By Bertram E. Giesecke. "

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

The Mayor announced that the resolution had been finally passed.

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, proposals for bids for certain service station improvements for the City of Austin under Docket Texas 1847-2-F were received and opened December 21, 1938; and

WHEREAS, said contract was duly executed with J. M. Odom of Austin, Texas, on December 22, 1938, and the schedule of contracts were approved by the Public Works Administration on March 3, 1939; and

WHEREAS, it was provided in this contract agreement that 120 calendar days were provided for completion of the work; and

WHEREAS, the City has requested the contractor to submit a proposal for a contract change providing for the construction of storage racks for electric light poles and water pipe; and

WHEREAS, additional work involved in this change will require additional time for completion of the contract which will make the contractor go beyond the present specified completion date; therefore

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

THAT a twenty-five (25) day extension of time for completion of the project be granted to J. M. Odom, Contractor on this work.

Councilman Wolf introduced the following resolution:

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

THAT the sum of \$4,250.00 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of purchasing two trash collection trucks (Special design).

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

Mayor Miller moved that, in accordance with the recommendation of the City Manager, the application of Robert Edgar Ford, 106 Trinity Street, to drive a taxicab be granted. The motion prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

Mayor Miller moved that, in accordance with the recommendation of the City Manager, the application of Manuel Falcon Euresi, 2001 East 4th Street, to drive a taxicab be granted. The motion prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following report of the Board of Adjustment was received:

"Austin, Texas
April 12, 1939

Honorable Mayor and City Council
Austin, Texas

Gentlemen:

Following is a copy of a resolution which was passed by the Board of Adjustment at a meeting on April 11, 1939:

RESOLUTION

WHEREAS, the City Council of the City of Austin, pursuant to the terms of Section 30 of the Zoning Ordinance of the City of Austin, has referred to the Zoning Board of Adjustment for its consideration a petition of the following property owners: Elizabeth Fears, Ralph North, Cora Robinson, and Lavinia Henderson, requesting a change in the Use designation of the following property:

Lots 15 and 16, Block 48, of the Robar Addition,
City of Austin, Travis County, Texas, being
located at the corner of West 24th Street and
Leon Street

from "A" Residence District to "B" Residence District; and

WHEREAS, the Board of Adjustment held a public hearing on this petition on April 11, 1939, at which hearing protests against this change were heard from a number of property owners adjacent and near the property in question; and

WHEREAS, the Board carefully considered all of the arguments for and against this change, viewed the property and took into consideration the conditions surrounding this property, the trend of development in this neighborhood, and otherwise considered the question in the light of fundamental zoning principles; therefore

BE IT RESOLVED BY THE BOARD OF ADJUSTMENT:

THAT this change in the Use designation of the above described property is not recommended to the City Council, for the following principal reasons:

1. That the hearing disclosed the fact that this application was chiefly for the purpose of promoting a sale of this property for Class "B" Residence purposes, and did not arise out of a demand of the surrounding property owners on grounds of any general necessity or need due to a change in the general character of the neighborhood.
2. That this property lies in a neighborhood which is of a residential "A" character, and so considered by the majority of the property owners who wish to preserve its character as a residential "A" district.
3. That this property is located only a block from similar property on Longview Street where the Board of Adjustment had recommended against a similar petition (Resolution passed October 11, 1938).
4. That the Board deems that this change is not justified by the failure to show any general necessity, or any definite change or trend in development of this section of the City, or that preservation of the present status of the property would cause hardship, depreciation of values, or disturb the general welfare in this neighborhood.
5. That this request is for the change of only two lots, which would partake of the nature of the spot zone, and would inure to the benefit of the owners of the property only, and not to the general welfare of the community.

Respectfully submitted,

BOARD OF ADJUSTMENT

By H. F. Kuehne
Chairman "

A large group of plumbers of the City appeared before the Council relative to the proposed amendments to the Plumbing Ordinance. After considerable discussion, the matter was referred to the Legal Department for a final draft of the ordinance, embodying certain changes agreed upon.

Upon motion, seconded and carried, the meeting was recessed at 12:45 P. M., subject to call of the Mayor.

Attest:

Larry McKeen
City Clerk

Approved

Tom Miller
Mayor