

City Council.

Upon motion of Councilman Wolf, the foregoing 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 12:45 P. M., subject to call of the Mayor.

Approved: Tom Miller
Mayor

Attest:

Hollis M. Keller
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, February 13, 1941.

The City Council convened in regular session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, February 13, 1941, at 10:40 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; absent, Councilman Bartholomew.

The Minutes of the regular meeting of January 30, 1941, were read; and upon motion of Councilman Alford, the same were adopted as read by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The Boy Scouts "City Council," composed of "Mayor" Cleave Holen, and "Councilmen" Mathis Blackstock, Jack Smith, Edbert Schutze, and Floyd Inks, were present for the purpose of sitting in on the meeting.

Ted Wendlandt, Agent, and Frank Reeder came before the Council and submitted an offer to buy the wedge-shaped tract of land at the intersection of Barton Springs Road and Lamar Boulevard, fronting 24 feet on Barton Springs Road and running to a point 150 feet on Lamar Boulevard, together with the store building located thereon, for a consideration of \$3656; \$1156 of this amount representing the bid of the said Frank Reeder for the store building only.

After considerable discussion, it was moved by Councilman Alford that the bid of the said Frank Reeder, in the amount of \$1156, for the store building only, located on the aforesaid wedge-shaped tract of land, be accepted as the highest and best bid received for same. The motion was seconded by Councilman Gillis, and the same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The said Ted Wendlandt, Agent, then submitted an offer to buy the aforesaid wedge-shaped tract of land, located at the intersection of Barton Springs Road and Lamar Boulevard, for a consideration of \$2500; and he was requested to submit his offer in writing, to be binding for one year from date

hereof, which he agreed to do, it not being the purpose of the City Council to sell said tract of land at this time, pending completion of the bridge and the boulevard.

The Mayor reported to the meeting the receipt, also, of a written offer from M. H. Crockett to buy said wedge-shaped tract of land, located at the intersection of Barton Springs Road and Lamar Boulevard, together with the store building located thereon, for a cash consideration of \$3500.

In accordance with published notice thereof, and at the time specified therein, to wit, 11:00 A.M., the Mayor announced the public hearing opened to owners of abutting property and other interested parties with reference to the improvements to be constructed on the following streets:

WEST NINTH STREET on the north side and south side from the east curb line of Lavaca Street to the west curb line of Colorado Street; and

COLORADO STREET on the east side and west side from the north curb line of West Ninth Street to the south curb line of West Tenth Street; and

WEST TENTH STREET on the south side only from the east curb line of Lavaca Street to the west curb line of Colorado Street;

all as awarded to J. F. Johnson, Contractor; and thereupon stated that all persons desiring to protest the levying of assessments against abutting property on any of the above mentioned streets and within the limits above stated, or who desired to be heard with reference to the amount proposed to be assessed against said property and the owners thereof, the lien and liability thereof, the special benefits to the property and the owners thereof, or any other matters or things authorized by the provisions of ARTICLE XXIV of the Charter of the City of Austin to be urged or considered at this meeting, would now be heard from; and thereupon no one appeared and requested to be heard.

J. E. Harrison was then called as a witness, and being duly sworn, testified that he had resided in the City of Austin for more than six years and during that time had been engaged in the real estate business; that he was well acquainted with the values of the property abutting upon each of the streets as to which this hearing was being held, having been furnished with a copy of the "Official Notice of Hearing to Property Owners", and having examined the property referred to therein; and that, in his opinion, every piece of abutting property to be improved will be enhanced in value by reason of the construction of the proposed improvements in an amount in excess of the total amount to be levied against it, as set out in said Notice.

No other witness being offered or desiring to be heard, and no property owner or other interested party requesting to be heard, the hearing was thereupon closed.

The written request of Ed Oile, Business Manager of the University of Texas Athletic Council, for the passage of an ordinance licensing the sale of football tickets in order to prevent scalping, was received; and the matter was referred to the Legal Department for attention.

The following resolution was introduced by Councilman Gillis:

WHEREAS, A. A. Mundt is the Contractor for the alteration of a building located at 704 Congress Avenue, and desires a portion of the sidewalk space abutting the south part of Lot D, Block 83, of the Original City of Austin, Travis County, Texas, during the alteration of the building, such space to be used in the work and for the storage of materials therefor; therefore,

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

1. THAT space for the uses hereinabove enumerated be granted to said A. A. Mundt, the boundary of which is described as follows:

Sidewalk Working Space

BEGINNING at the northeast corner of the above described property; thence in an easterly direction and at right angles with the centerline of Congress Avenue six feet to a point; thence in a southerly direction and parallel with the centerline of Congress Avenue approximately 23 feet to a point; thence in a westerly direction and at right angles with the centerline of Congress Avenue to the southeast corner of the above described property

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

(1) That the Contractor shall erect within the above described working space a solid fence built of not less than 1 inch material and at least 8 feet in height (or extending from the sidewalk to the underside of the present awning), substantially braced and anchored and to maintain same in good condition at all times while the work is in progress. The Contractor will be permitted to put a door in the barricade that will either open in or slide parallel to the barricade, and at all times that material is being delivered or taken away from the building, a watchman shall be provided to warn pedestrians of approaching danger. The Contractor will also be permitted to use two parking meter spaces immediately in front of the entrance in the barricade for the delivery or removal of materials during construction work.

(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 water 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 barricades, walkway, 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 March 1, 1941.

(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 building projects, 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 or abuse of the privileges granted the Contractor by the City of Austin, and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work, and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

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

The following resolution was introduced by Councilman Gillis:

WHEREAS, C. H. Toungate is the Contractor for the erection of a building located at 410 West Sixth Street, and desires a portion of the street space abutting Lot 1, Block 70, of the Original City of Austin, Travis County, Texas, during the erection of the building, such space to be used in the work and for the storage of materials therefor; therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said C. H. Toungate, the

boundary of which is described as follows:

Street Working Space

BEGINNING at the northwest corner of the above described property; thence in a westerly direction and at right angles with the centerline of San Antonio Street to a point 14 feet west of the east curb line; thence in a southerly direction and parallel with the centerline of San Antonio Street approximately 50 feet to a point; thence in an easterly direction and at right angles with the centerline of San Antonio Street to the west line of the above described property

2. THAT the above privileges and allotment of space are granted to the said C. H. Toungate, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least four feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along the pavement within the walkway, and at any time in the opinion of the City officials it becomes necessary for any reason to install a board floor within the walkway, the Contractor shall upon notice from the Building Inspector immediately place such a wood floor and substantially support same to prevent sagging under load.

(2) That the Contractor is permitted to construct in his working space a substantial gate, which shall be kept closed at all times when not in use, and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3) That no vehicles in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" signs shall be placed on the street side of the barricades.

(5) That the Contractor is permitted to construct a temporary work office in such allotted working space provided such work office is not within 25 feet of any corner street intersection.

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

(7) 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.

(8) 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.

(9) 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 April 15, 1941.

(10) 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.

(11) That the use and enjoyment of the spaces 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.

(12) 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 building project, whether done by the Contractor, City forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(13) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5000.00), 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 or abuse of the privileges granted the Contractor by the City of Austin, and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work, and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

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

The following resolution was introduced by Councilman Alford:

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

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

THAT the Southwestern Bell Telephone Company be, and the same is hereby, permitted to construct its pole lines in the following streets:

A telephone pole line in POQUITO STREET from East 20th Street to East 21st Street, the centerline of which pole line shall be 9 feet west of, and parallel to, the east property line of said Poquito Street

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

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

The following resolution was introduced by Councilman Alford:

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 EAST 34TH STREET from Lafayette Avenue to Kern Ramble, the centerline of which gas main shall be 1 foot north of, and parallel to, the south property line of said East 34th Street

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (2) A gas main in RETAMA STREET across Bouldin Avenue intersection, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of, and parallel to, the north property line of said Retama Street.

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (3) A gas main in POST OAK STREET across Bouldin Avenue intersection, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of, and parallel to, the north property line of said Post Oak Street.

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (4) A gas main in BOULDIN AVENUE from Elizabeth Street southerly 166 feet, the centerline of which gas main shall be 18 feet east of, and parallel to, the west property line of said Bouldin Avenue

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (5) A gas main in BOULDIN AVENUE from Elizabeth Street northerly 5 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of, and parallel to, the east property line of said Bouldin Avenue

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (6) A gas main in MEADOWBROOK DRIVE from Gilbert Street southerly 236 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of, and parallel to, the east property line of said Meadowbrook Drive

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet

- (7) A gas main in WEST JAMES STREET across Bouldin Avenue intersection, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of, and parallel to, the north property line of said West James Street.

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (8) A gas main in BOULDIN AVENUE across West Gibson Street intersection, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of, and parallel to, the east property line of said Bouldin Avenue

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ feet.

- (9) A gas main in JEWELL STREET across Bouldin Avenue intersection, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of, and parallel to, the north property line of said Jewell Street.

Said gas main described above shall have a covering of not less than $2\frac{1}{2}$ 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 cut 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.

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

The following resolution was introduced by Councilman Wolf:

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 the intersection of West Ninth Street and Lavaca Street, which property is owned by John H. Chiles, and is designated as Lots 1, 2, and 3, Block 109, of the Original City of Austin, Travis County, Texas, and hereby authorizes the said John H. Chiles 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 John H. Chiles has failed and refused, and will continue to fail and refuse, to perform any such conditions, regulations, and ordinances.

(Recommendations Attached)

"Austin, Texas
February 13, 1941

Mr. Jas. A. Garrison
Acting City Manager
Austin, Texas

Dear Sir:

We, the undersigned, have considered the application of John H. Chiles for permission to construct, maintain and operate a drive-in gasoline filling station, and to build curbs, ramps, and sidewalks in conjunction therewith, upon property owned by the said John H. Chiles, same being Lots 1, 2, and 3, Block 109, Original City of Austin, Travis County, Texas, and being situated at the northeast corner of West 9th Street and Lavaca Street, and we hereby advise that the following conditions exist:

The property upon which this filling station is to be built is designated as "C" Commercial Use District, as shown upon the Zoning Maps of the City of Austin.

Storm water drainage facilities do not exist adjacent to this property.

We recommend that John H. Chiles be granted permission to construct, maintain, and operate a drive-in gasoline filling station and to construct curbs, sidewalks and driveways in conjunction therewith upon the above described property, 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 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-252.

(5) Expansion joints shall be constructed as shown upon the plan hereto attached, marked 2-G-252, 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,

/s/ J. E. Motheral
City Engineer

/s/ J. C. Eckert
Building Inspector. "

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

The following resolution was introduced by Councilman Wolf:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, A MUNICIPAL CORPORATION OF THE STATE OF TEXAS:

THAT said corporation's City Manager be, and he is hereby, duly authorized and fully empowered to enter into and execute, for and in the name of said corporation, one certain written agreement, dated and effective March 6, 1939, between said corporation and GUY A. THOMPSON, TRUSTEE, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, Debtor, herein called Carrier, respecting among certain things

Operation of 797 ft. track to serve City of Austin, at Austin,
Travis County, Texas,

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

(Agreement Attached)

INDUSTRIAL TRACK AGREEMENT

THIS AGREEMENT, executed in duplicate March 6, 1939, Witnesseth:

The undersigned shipper, (City of Austin, a municipal corporation of the State of Texas) to be addressed at Austin, Texas, shall be served by one certain spur track, 797 feet long, more or less, and appurtenances, including roadway, herein called Switch. Switch is located at or near Austin, Travis County, Texas, approximately where shown by yellow and mauve line, on Carrier's attached print, dated at Palestine, Texas, February 28, 19 , "Switch" also means, except as respects cost, ownership and/or maintenance, any addition to or extension of Switch. "Connection" means any turnout (in any track of Carrier from which Switch may lead) and remainder of Switch up to the nearest clearance point.

1. Carrier has provided in place, owns and will maintain, connection and switch point of switch to west line of Bowie Street - 200 feet. City, as Shipper herein, has provided remainder of switch (west line of Bowie Street to end) complete in place and will own same.

Shipper's materials and work shall conform to Carrier's current requirements. Shipper shall secure in Carrier's name right-of-way for Carrier's sections of Switch not on Carrier's premises and, if required, right in any highway for any of Switch.

2. Shipper shall maintain vertical clearance of twenty-five feet from nearer rail, and horizontal clearance of eight and one-half feet from center-line, of Switch. Carrier may use Switch when not unnecessarily detrimental to Shipper. Carrier shall maintain Connection and switch Sta. 0 / 00 to Sta. 2/00 at Carrier's cost. Remainder of Switch, except any planking or paving, shall be maintained by Shipper. Shipper, at Shipper's cost, shall adjust Switch to any additional tracks installed by Shipper and to any change in grade of any track or in grade or alignment of any highway. Carrier on Shipper's written request may, as agent of Shipper, furnish or do anything required of Shipper hereunder; and Shipper on request shall deposit with Carrier in advance estimated cost thereof. If any deposit under this agreement be less than Carrier's cost, Shipper shall pay difference; if more, Carrier shall repay difference. Shipper shall pay Carrier's customary charges for labor, materials, equipment and supplies, and for handling, accounting and supervision.

3. It is understood that movement of railroad locomotives involves some risk of fire and Shipper assumes all responsibility for and agrees to indemnify Carrier against loss or damage to property of Shipper or to property upon Shipper's premises arising from fire caused by locomotive operated by Carrier on Switch, or in its vicinity for purpose of serving Shipper, except to premises of Carrier and to rolling stock belonging to Carrier or to others, and to shipments in course of transportation. Shipper also agrees to indemnify and hold harmless Carrier for loss, damage or injury from any act or omission of Shipper, Shipper's employees or agents, to the person or property of the parties hereto and their employees and to the person or property of any other person or corporation, while on or about Switch; and if any claim or liability other than from fire shall arise from joint or concurring negligence of both parties hereto it shall be borne by them equally.

4. This agreement shall become effective with March 6, 1939, and continue until terminated by six months' written notice or by Shipper failing for twenty days to cure any default after written notice thereof. Any of Switch on Carrier's premises shall belong to Carrier, who may remove same upon conclusion of this agreement. "Carrier's premises" includes any public highway within Carrier's right-of-way produced. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided, no right of Shipper shall be transferred or assigned, either voluntarily or involuntarily, except by agreement acceptable to Carrier. Carrier or Shipper may waive any default of the other without affecting, or impairing any right arising from, any subsequent default.

The International-Great Northern Railroad, 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 District 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:

Secretary for the Trustee

Attest:

City Clerk

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

By _____
Senior Executive Ass't
as Carrier

CITY OF AUSTIN

City Manager,
as Lessee.

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

The written application of Fred W. Adams for a change in zoning, from "A" Residence District to "C" Commercial District, of Lots 6, 7, 8, and 9, in Skyland Terrace Addition, facing south on North Loop Boulevard, was received; and the matter was referred to the Board of Adjustment for consideration and recommendation.

A public hearing on the aforesaid request for change in zoning, from "A" Residence District to "C" Commercial District, of Lots 6, 7, 8, and 9, in Skyland Terrace, facing south on North Loop Boulevard, was called for March 6th next.

The Mayor called up for its second reading, the following ordinance:

AN ORDINANCE REGULATING THE CONSTRUCTION, MAINTENANCE AND OPERATION OF STOCKYARDS IN THE CITY OF AUSTIN OR WITHIN FIVE THOUSAND FEET OF THE CORPORATE BOUNDARIES; DEFINING CERTAIN WORDS AND PHRASES; AND PROVIDING FOR THE LICENSING AND BONDING OF STOCKYARD OWNERS, MARKET AGENCIES AND DEALERS; PROVIDING AN EXCEPTION FOR LIVESTOCK COMMISSION MERCHANTS AND LIVESTOCK AUCTION COMMISSION MERCHANTS OPERATING UNDER STATE LAW; REQUIRING THE PAYMENT OF AN ANNUAL LICENSE FEE; PRESCRIBING CERTAIN SANITARY REGULATIONS FOR STOCKYARDS AND FOR THE INSPECTION OF STOCKYARDS AND OF LIVESTOCK DELIVERED TO OR HELD IN ANY STOCKYARD; PRESCRIBING PENALTIES; PROVIDING A SAVING CLAUSE AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, BUT PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF OTHER ORDINANCES NOT INCONSISTENT WITH THIS ORDINANCE

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

The ordinance was then laid over for its third reading.

The City Manager reported to the meeting that, in compliance with Notice for bids on the proposed improvements at the stockyards adjacent to the Municipal Abattoir under (1) the proposal that the Lessee construct the improvements; and (2) the proposal that the City construct the improvements, the only bids received were on the latter proposal, as follows:

Amos Gates, 217 Oriental Street, San Antonio, Texas, 2½% of the Equipment used, plus 10% of gross receipts, monthly rental basis;

Kothmann Bros., Union Stockyards, San Antonio, Texas, \$100 per month, plus 5% of net profits, monthly rental basis;

J. L. Moulden, Austin, Texas, 25% of gross receipts on yardage only, with a minimum of \$100 per month and a maximum of 1% per month on City improvements;

and recommended that the bid of the said J. L. Moulden be accepted as the highest and best bid.

After some discussion, it was moved by Councilman Gillis that the matter be referred to the City Manager, with instructions to call a meeting of the Livestock Committee, composed of Messrs. Davis, Bremond, and Wroe, for a discussion of the bids, and thereafter to enter into contract with whomever they consider the highest and best bidder; such contract to run for a period of five years, to require a performance bond of Lessee, and to provide that the stockyards shall be a union yard, where any responsible concern having a bond and qualified to do business may handle commission business there. The motion prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

The offer of the Austin Memorial Cemetery Association to sell said cemetery to the City for a consideration of \$60,000 was discussed; and the matter was laid on the table until the next meeting, pending certain investigations relative to soil, etc., to be made.

It was moved by Councilman Alford that the Mayor be authorized to issue a proclamation, designating March 11, 1941, as BROTHERHOOD DAY. The motion prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf; nays, none; Councilman Bartholomew absent.

It was moved by Councilman Gillis that the following application for a license to operate a private boat on Lake Austin be granted, subject to the approval of same by the Lake Austin Navigation Board:

Name and Address of Applicant

Nichols, Douglas - 901 Willow Street

Description of Boat

Home-made, 1940 Model, "Scram", Color, gray.

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

The following resolution was introduced by Councilman Alford:

WHEREAS, in Book 1, at page 79, of the Plat Records of Travis County, Texas, there appears a map or plat of a subdivision of land known as Tobin & Johnson Addition; and

WHEREAS, an alley 16 feet in width traverses Blocks 3 and 6 of said Addition, as shown upon said map or plat; and

WHEREAS, the owners of all the property abutting both sides of said alley have petitioned the City Council of the City of Austin to abandon, vacate, and close 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 16 feet in width traversing Blocks 3 and 6 of Tobin & Johnson Addition, as previously referred to, be and the same is hereby abandoned, vacated, and closed, except the City of Austin reserves the right to construct, maintain, operate, and supervise any or all public utilities in, upon, and across said alley.

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

The Boy Scouts "City Council" recommended the passage of an ordinance licensing bicycles; and legislation to eliminate the unsightly shacks along East 19th Street.

Upon motion, seconded and carried, the meeting was recessed 1:00 P. M., subject to call of the Mayor.

Approved: Tom Miller
Mayor

Attest:

Hallie M. Keller
City Clerk