

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

Upon motion, seconded and carried, the meeting was recessed at 11:30 A. M., subject to call of the Mayor.

Approved: Tom Miller  
Mayor

Attest:

Harris M. Keller  
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, April 24, 1941.

The City Council convened in regular session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, April 24, 1941, at 10:20 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; absent, none.

The Minutes of the regular meeting of April 17, 1941, were read, and upon motion of Councilman Gillis, were adopted as read by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following resolution was introduced by Councilman Gillis:

WHEREAS, Hugh D. Reich is the Contractor for the erection of a building located at 401 East Second Street and desires a portion of the sidewalk space abutting Lots 8 and 9, Block 9, 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 Hugh D. Reich, the boundary of which is described as follows:

Sidewalk Working Space

BEGINNING at the northeast corner of the above described property; thence in a northerly direction and at right angles with the centerline of East 2nd Street to a point 4 feet south of the south boundary line; thence in a westerly direction and parallel with the centerline of East 2nd Street to a point 4 feet east of the east curb line of Trinity Street; thence in a southerly direction and parallel with the centerline of Trinity Street to the alley; thence in an easterly direction and at right angles with the centerline of Trinity Street to the southwest corner of the above described property.

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

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

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

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

(6) 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.

(7) 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.

(8) 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 and street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than September 1, 1941.

(9) 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.

(10) 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.

(11) 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.

(12) That the Contractor shall furnish the City of Austin a surety bond in the sum of One Thousand Dollars (\$1,000.00), which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of 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, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

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 ANGELINA STREET from a point 148 feet north of Hackberry Street northerly 100 feet, the centerline of which gas main shall be 25 feet west of, and parallel to, the east property line of said Angelina Street.

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

- (2) A gas main in EAST 9TH STREET from Chicon Street easterly 200 feet, the centerline of which gas main shall be 7 feet north of, and parallel to, the south property line of said East 9th Street.

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

- (3) A gas main in AURORA DRIVE from North Loop Boulevard northerly 409 feet, the centerline of which gas main shall be 7½ feet west of, and parallel to, the east property line of said Aurora Drive.

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

The Texas Public Service Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is 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, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following resolution was introduced by Councilman Wolf:

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 SPRING LAKE from Bowman Avenue to Copo Avenue, the centerline of which pole line shall be 1 foot east of, and parallel to, the west property line of said Spring Lane.

THAT the work and construction of said pole lines, including the excavation in 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 all the ordinances and regulations of the City of Austin governing such construction.

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.

It was moved by Councilman Alford that the application of Frank Julius Griffin, 523 East Live Oak Street, for a license to operate a taxicab be granted, in accordance with the recommendation of the City Manager. 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 following ordinance was introduced, laid over, and ordered published in accordance with the provisions of the City Charter, Section 2a, Article I:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF ONE HUNDRED AND EIGHTY-FIVE AND 89/100 (185.89) ACRES OF LAND, BEING A PORTION OF THE THOMAS HAWKINS SURVEY AND THE J. C. HARRILSON SURVEY WITHIN TRAVIS COUNTY, TEXAS, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN THE PARTICULARS STATED IN THE ORDINANCE.

It was moved by Councilman Bartholomew that the following applications for licenses to operate private boats be granted, subject to the approval of same by the Lake Austin Navigation Board:

<u>Name and Address of Applicant</u>	<u>Description of Boat</u>
Allen, H. D. - 607 Patterson Avenue H.G. McCracken	Montgomery-Ward, Outboard, 1940 Model, Sea King, 6-passenger
Foster, Silas J. 606 East 15th Street	Home-made, Row, 1941 Model, Flat-bottom, 3-passenger
Foster, Silas J. 606 East 15th Street	Home-made, 1941 Model, Flat-bottom, 3-passenger
Peterson, Leo F. 2131 East Avenue	Home-made, Outboard, New, 6-passenger
Pinckney, Tom 1207 East 2nd Street	Home-made, Outboard, 1941 Model, "Dixie", Water-witch, 4-passenger
Williams, J.R. 1600 Forest Trail	Flat, 1941 Model, "Shir-Mar", 4-passenger
Wukasch, Walter 719 Carolyn Avenue	Richardson, Cabin Cruiser, 1940 Model, "Mickey Finn", 16-passenger

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

It was moved by Councilman Alford that the application of Williard Thomas Mason, 2009 Garden Street, for a Taxicab Driver's Permit be granted, in accordance with the recommendation of the City Manager. The motion prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

It was moved by Councilman Alford that the application of Alfred R. Level, 907 Willow Street, for a Taxicab Driver's Permit be granted, in accordance with the recommendation of the City Manager. The motion prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

It was moved by Councilman Alford that the application of Albert Lee Elam, 1208 Holly Street, for a Taxicab Driver's Permit be granted, in accordance with the recommendation of the City Manager. The motion prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following ordinance was introduced by Councilman Wolf:

AN ORDINANCE PERPETUALLY CLOSING AND VACATING CERTAIN PORTIONS OF PECOS STREET IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, LYING BETWEEN POPLAR AND CHERRY STREETS, AND RELINQUISHING ANY AND ALL INTEREST, RIGHT, TITLE OR CLAIM OF THE CITY OF AUSTIN IN AND TO SAID PORTIONS OF PECOS STREET; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Wolf moved that the rules be suspended and the ordinance be passed to its second reading. The motion 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 Wolf moved that the rules be further suspended and the ordinance be passed to its third reading. The motion 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 Wolf moved that the ordinance be finally

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

The Mayor announced that the ordinance had been finally passed.

The following resolution was offered by Councilman Bartholomew:

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

THAT the City Manager be, and he is hereby, authorized and directed for and in behalf of the City of Austin to enter into a lease contract with J. L. Moulden of the City of Austin, Travis County, Texas, for the lease of approximately 7.49 acres of land for use as a public stockyard, for a term of five (5) years, such lease contract to be substantially in accordance with the terms and provisions of a proposed lease, a copy of which is attached hereto and made a part of this resolution for all purposes:

(Lease  
Attached)

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This lease contract made and executed in duplicate by and between the City of Austin, Lessor, a municipal corporation, situated in Travis County, Texas, and J. L. Moulden, Lessee, of the City of Austin, Travis County, Texas, WITNESSETH:

1. Lessor agrees to construct or provide with reasonable diligence a stockyard plant on the premises hereinafter described, according to drawings, plans and specifications heretofore agreed upon by Lessor and Lessee. Pending completion of such facilities, Lessor agrees to provide temporary pens and such other temporary facilities as the Lessor may deem necessary.

2. Upon completion of such permanent stockyard facilities, Lessor shall give Lessee written notice of such completion. The date of delivery of such notice shall be the effective date of this lease. Within ten (10) days after such effective date, Lessee shall begin the stockyard operations hereunder. In consideration of the covenants herein contained on the part of the Lessee to be kept and performed, Lessor does hereby demise unto Lessee for the purpose of Lessee's performing his obligations hereunder, and for no other purpose, certain land, together with all improvements thereon as of the effective date of this lease, together with all improvements thereafter placed on said premises by the Lessor, said land being described as follows:

7.49 acres of land, the same being a portion of a 9.23-acre tract or parcel of land out of Outlet 13, Division A, of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to a map or plat of said Government Outlots on file in the General Land Office of the State of Texas and which 7.49 acres of land is a portion of that certain 9.23-acre tract or parcel of land conveyed to the City of Austin by deed recorded in Volume 1448, at pages 285 to 286 of the Deed Records of Travis County, Texas, and which 7.49 acres of land is more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe set in the west line of said Outlet 13, same being the northwest corner of a tract of land conveyed to Marion Buckhannon by Louise Cypher and husband by deed recorded in Volume 295, at page 319, of the Deed Records of Travis County, Texas, and from which iron pipe another iron pipe at the southwest corner of said Buckhannon tract bears S. 22°34' W. 138.4 feet, said iron pipe being also the southwest corner of said Outlet 13 and also the intersection of the north line of East 5th Street and the east line of Pleasant Valley Road;

THENCE N. 22°34' W. 78.24 feet to a point;  
 THENCE N. 73°14' E. 359.62 feet to a point;  
 THENCE N. 22°41' E. 234.07 feet to a point;  
 THENCE N. 67°19' W. 52.79 feet to a point in south right-of-way of H&TC Railroad;  
 THENCE along south right-of-way of said railroad N. 73° 26' W. 7.9 feet to an iron pipe set in the north line of said Outlet 13, Division A;  
 THENCE along the north line of said Outlet 13, S. 67° 19' E. 405.62 feet to the northeast corner of same;  
 THENCE along the east line of said Outlet 13, S. 21°54' W. 681.75 feet to the southeast corner of same;  
 THENCE along the south line of said Outlet 13, same being the north line of East 5th Street, N. 67° 34' W. 545.24 feet to the southeast corner of the said Buckhannon tract of land;  
 THENCE along the most easterly west line of the City of Austin tract of land, same being the east line of the said Buckhannon tract of land, N. 22° 34' E. 138.4 feet to an iron pipe;  
 THENCE along the north line of the said Buckhannon tract of land, N. 67°34' W. 100.00 feet to the point of beginning.

3. TO HAVE AND TO HOLD the said land and improvements hereby demised unto Lessee for a term of five (5) years from the effective date hereinabove fixed.

4. Lessee agrees to operate a stockyard and a stockyard market-place on said premises, and in so doing agrees to conform to such ordinances as the City of Austin has enacted or may enact affecting or regulating stockyards and market-places in said City, or within five thousand (5000) feet of its corporate boundaries. Lessee agrees to pay all operating costs of said stockyard and

market-place, including the furnishing of all labor, services, and materials, or any other item of expense necessary for the proper operation of said stockyards which is not expressly herein assumed by the Lessor. The Lessee agrees to offer and render to the public such stockyard services as are customary for such business, in connection with the receiving, buying, or selling of livestock on a commission basis or otherwise, marketing, feeding, watering, holding, delivering, shipping, handling, dipping, spraying, and vaccinating livestock, and providing reasonably adequate office space and facilities for commission agents, market agencies, and dealers within the premises herein described.

5. The Lessee further agrees to furnish a surety bond in the amount of not less than Five Thousand Dollars (\$5000.00) signed by a solvent surety company authorized to do business in this State, and having a paid up capital of not less than Five Hundred Thousand Dollars (\$500,000.00), which bond shall be payable to the City Manager of the City of Austin, and to his successors in office as trustee for all persons who may become entitled to the benefits of said bond, and said bond shall be conditioned that the Lessee shall faithfully carry out all of his obligations under this lease contract, save and except the rent payments hereunder, and shall further faithfully and duly perform all agreements entered into with persons to whom he may render any stockyard service, or services, as defined by the Stockyard Ordinance finally passed by the City Council of the City of Austin March 6, 1941, and any subsequent amendments thereto.

6. The Lessee agrees to furnish the Lessor a complete monthly statement of all business handled by the Lessee during such month on said premises, and the Lessor may audit the books of the Lessee at any time.

7. The Lessee agrees that the Lessor may at reasonable times enter inot and upon the premises herein described to examine the condition thereof.

8. The Lessee shall pay monthly as rent to the Lessor twenty-five percent (25%) of the gross receipts of all charges made for yardage and other stockyard services (with the exception of charges for feeding stock, for all feed sold, and for leasing or renting office space to the commission merchants, market agencies and dealers) during each calendar month, which rent shall be payable not later than the 10th day of the following month; provided, however, that the Lessee shall pay a minimum of One Hundred Dollars (\$100.00) per month and shall in no event be obligated to pay an amount for any calendar month exceeding one percent (1%) of the cost of improvements existing on the said premises and owned by the Lessor as of the effective date hereof. It is understood that should the Lessor make additional improvements on said premises, the cost of such additional improvements when completed and open or available for use by the Lessee shall be added to the cost of the original improvements in computing the one percent (1%) above referred to, upon which the maximum monthly rental may be based; provided, however, that expenditures by the Lessor for repair and maintenance required by Paragraph 11 hereof shall not be included in computing the cost of improvements.

9. If at any time during the period of this lease, it is agreed by the Lessee and the Lessor that additional pens or other structures are needed on said premises to handle increased or increasing stockyard business, the Lessor will construct, at its expense, the additional pens or structures so needed.

10. It is understood that the Lessor shall be responsible for any insurance which it desires to carry on the leased premises. The Lessor also agrees to make repairs not to exceed Five Hundred Dollars (\$500.00) during any calendar year when such repairs are required because of rot, disintegration, or any normal deterioration or wear; but repairs required or needed in excess of this amount during any calendar year or repairs caused by wilful or negligent acts of the Lessee shall be made by the Lessee at his own expense.

11. The Lessor agrees that it will at all times during this lease, at its own expense, maintain and keep the main walls, main timbers, and roofs of the improvements in good and substantial repair, order and condition, as part of its obligation to repair referred to in the preceding paragraph; provided, however, that no liability to Lessee, or any other person, either in contract or tort, shall result from failure to repair, except where the Lessor has had a reasonable time to repair after notice given in writing by the Lessee.

12. In the event the premises or any part thereof shall be destroyed or damaged during said term by fire or inevitable accident so that the same shall be thereby rendered unfit for use, then in such case the rent hereinbefore provided for, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the said premises shall have been put in proper condition by the Lessor for use by the Lessee, or this contract shall thereby be terminated and ended at the election of the Lessor. However, the Lessee and not the Lessor shall make such repairs of damages as may have been caused in whole or in part by his own wilful or negligent act.

13. The Lessee agrees that he will not buy or sell livestock or act as a market agency, commission merchant, or dealer (as defined by Stockyard Ordinance passed by the City Council of the City of Austin March 6, 1941, or any amendments thereto) in the handling of any livestock at or on said premises, or at any other stockyard in the City of Austin, either on his own account, or as the employee, agent or representative of any vendor or vendee of livestock.

14. The Lessor agrees not to enter into any stockyard business during the term of this lease, the operation of which would be in competition with the stockyard business to be conducted by Lessee under the provisions of this lease contract.

15. If at any time the Lessee shall fail or neglect to perform and observe any or either of the obligations and covenants contained in this instrument, which on his part are to be performed, or shall fail to comply with any ordinance of the City of Austin affecting or regulating stockyards and market places, or shall be declared bankrupt according to law, or if any assignment shall be attempted to be made of said property for the benefit of creditors, then in either of said cases the Lessor lawfully may immediately, or at any time thereafter, and while such neglect or default continues, give written notice to the Lessee to vacate the premises, and the Lessor shall have the right at the end of thirty (30) days after the Lessee receives said notice to enter into and upon said premises, or any part thereof, and repossess the same, and expel the Lessee and remove his effects, without being taken or deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for possession, or for arrears of rent, and upon such entry, the rights of the Lessee in this lease shall cease.

16. It is further agreed that at the expiration of the term of this lease the Lessee shall have the option and refusal of such renewal as he and the Lessor may be able at that time to agree upon. In the event the Lessee and Lessor fail to agree upon terms and conditions for an extension of this lease, the Lessee will vacate the premises peaceably and yield up unto the Lessor, within thirty (30) days after the expiration of the lease, all and singular the premises, and all improvements made thereon by the Lessor, in good tenantable repair in all respects, reasonable use and wear thereof, and damage by unavoidable fire or inevitable accident only excepted.

17. The Lessee further agrees that he will not assign this lease without the written consent of the Lessor, nor occupy or use the said premises, or permit the same to be occupied or used in any manner deemed by the Lessor to be unduly hazardous on account of fire, or otherwise.

18. The Lessee shall neither make nor allow to be made any unlawful use of the premises, nor shall the Lessee make any alterations or additions to the premises, without the written consent of the Lessor; and in the absence of any agreement at that time to the contrary, any improvements or additions made by the Lessee, or any other person, shall become the property of the Lessor, subject to such uses to which the Lessee may be entitled during the term of this lease.

19. The Lessee hereby gives to the Lessor a lien upon all of his property which may at any time during the term of this lease be placed in or upon said premises to secure the prompt payment of the rent herein stipulated to be paid for the use of said premises, all exemptions of such property, or any of it, being hereby waived by the Lessee.

20. The Lessee further agrees that any and all rates, fees and charges made by him for any stockyard service shall be just, reasonable, and non-discriminatory, and shall conform generally to rates for similar services in public stockyards in other Texas cities. Lessee further agrees that all regulations and practices in respect to furnishing stockyard services shall be just, fair, reasonable and non-discriminatory.

21. Lessee agrees to comply with any and all federal laws, rules and regulations to which the stockyard operation hereunder may become subject.

22. It is further agreed and stipulated that the Lessor shall have the right of easement over and across the premises herein leased, for the purpose of construction and maintenance of storm sewers and sanitary sewers, and other public utility lines, and such right is reserved in the Lessor; but such right shall be exercised by the Lessor in such manner so as not to damage unreasonably any of the improvements on said premises, nor impair or interrupt the Lessee's use of the premises for an unreasonable time.

IN WITNESS WHEREOF, the City of Austin has caused these presents to be executed in duplicate by Guiton Morgan, its City Manager, thereunto authorized by the City Council of the City of Austin, and its common seal hereto affixed, attested by its City Clerk; and J. L. Moulden has executed these presents in duplicate, this the 1st day of April, 1941.

CITY OF AUSTIN, LESSOR

By \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
J. L. Moulden, Lessee.

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

The following resolution was introduced by Mayor Miller:

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

THAT the sum of \$196.93 be, and the same is hereby, appropriated out of the General Fund, not otherwise appropriated, for the purpose of purchasing magazines for the 11th Quartermaster Regiment of Austin, Texas, now stationed at Camp Bowie, as per list.

Upon motion of Mayor Miller, 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 10:40 A. M., subject to call of the Mayor.

Approved: Tom Miller  
Mayor

Attest:

Guiton Morgan  
City Clerk