

REGULAR MEETING OF THE CITY COUNCIL;

Austin, Texas, October 8, 1942

The City Council convened in regular session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, October 8, 1942, at 10:30 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.

There were present also: Acting City Manager Seaholm, City Engineer Motheral, and Acting City Attorney Randle and Chief of Police Thorp.

The Minutes of the regular meeting of October 1, 1942, 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.

Councilman Bartholomew offered the following resolution:

(RESOLUTION)

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

THAT the City Manager, or in his absence, the Acting City Manager, be and he is hereby authorized and directed, in behalf of the City of Austin, to enter into a contract with the United States of America for the lease by the City of Austin to the Federal Government of a portion of the Administration Building at the Municipal Airport, to be used by the United States Weather Bureau, said lease contract to be substantially in accordance with the terms and provisions of the form of draft of the lease attached to this resolution, and made a part hereof for all purposes.

THAT the City Manager, or the Acting City Manager, as the case may be, is hereby further authorized and directed to detach the said copy of the lease contract in order that it may be transmitted to the United States Government for execution, together with other required copies of said lease, after which a copy of the lease may be attached to this resolution and made a part hereof.

(LEASE Attached)

LEASE

Between

CITY OF AUSTIN

And

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this first day of August in the year one thousand nine hundred and forty-two by and between City of Austin, whose address is Austin, Texas, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Approximately 560 square feet of floor space in the Administration Building, situated at Robert Mueller Municipal Airport, in Austin, Texas,

to be used exclusively for the following purposes (see instruction No. 3):

Office Quarters for the United States Weather Bureau.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 1, 1942, and ending with June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee and the agents and servants of the Government, or of such sublessee.

5. (deleted)

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the

terms of this lease, as part of the rental consideration, the following:

Electricity, light lamps included, janitor service, roof and ground space, heat, water, and toilet facilities, on a 24-hour basis, and, as long as the Lessor desires, use of city owned ceiling light projector.

7. The Government shall pay the Lessor for the premises rent at the following rate: One Thousand and 00/100 (\$1,000.00) dollars per annum.

Payment shall be made at the end of each calendar month.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government thirty days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. Deletion herein made with consent of Lessor and Lessee.

13. The Bureau of Internal Revenue shall not be responsible for the payment of rent under this lease beyond June 30, 1943.

14. Except under the conditions described in Paragraph 10 above, either party hereto may terminate this lease upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

CITY OF AUSTIN

(Address)

Lessor

UNITED STATES OF AMERICA

By _____

(Official Title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, _____, certify that I am the _____ Secretary of the corporation named as Lessor in the attached lease; that _____, who signed said lease on behalf of the Lessor, was then _____ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

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 application of Samuel Whitfield Mathis, 208 West 14th Street, for a taxicab driver's permit, approved by the Acting City Manager, was submitted. Councilman Alford moved that the permit be granted. The motion prevailed by the following vote: "Ayes," Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; "nays," none.

An appeal by James Leonard Ross, 710 West Elizabeth Street, on the granting of his application for a taxicab driver's permit which had been recommended for denial by the Acting City Manager and

the Chief of Police, was heard.

After a consideration of the facts in the case, it was moved by Councilman Gillis that a probational permit be granted to the said James Leonard Ross, to January 1, 1943, revocable at any time for cause, and conditioned further upon applicant's reporting to the Chief of Police on the first day of each month in the meantime. The motion prevailed by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; "nays," none.

A proclamation by the Mayor, proclaiming Columbus Day, October 12th, as SCRAP METAL DAY was approved.

A complaint that all the weeds on City property on East Avenue below East 1st Street had not been cut was referred to the City Engineer to have the matter attended to.

Extension of the probational taxicab driver's permit of Orbis Kulila Wheeler to January 1, 1943, by the Chief of Police was agreed to by the Council, but no formal action taken thereon.

The following resolution was introduced:

WHEREAS, City of Austin taxes were assessed in the name of Mrs. Margie E. Huebeter for the years 1938 and 1939 on 66' x 200', being all of Lot 33, Outlet 55, Division B, Plat 32, City of Austin, Texas, said taxes being for the sum of \$47.92; and for non-payment of same at maturity, penalty in the sum of \$2.40 has been assessed, and interest in the sum of \$6.60, making the total amount of taxes, penalty, and interest \$59.00; and

WHEREAS, the City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$2.40 and part of the interest in the sum of \$6.60; therefore,

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

That the aforesaid penalty in the sum of \$2.40 and a part of the interest in the sum of \$6.60, are hereby remitted, and the Tax Assessor and Collector of the City of Austin is authorized and directed to charge said penalty in the sum of \$2.40 and part of the interest in the sum of \$6.60 off his rolls, and to issue to the party entitled to receive same a receipt in full upon the payment of said taxes and the remaining part of the interest, as aforesaid.

Upon motion, 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 11:10 A. M., subject to call of the Mayor.

APPROVED:

Tom Miller.
MAYOR

ATTEST:

Hallie M. Keller
CITY CLERK