

city council.

in motion of Alderman R. M. Wheelock,
council adjourned until the next meeting.

G. Doolittle, Recorder

City Council Room

Austin Nov 22nd 1871

The City Council met pursuant to a special
call of his Honor Mayor Glenn.

Alderman J. L. Quass Alderman W^m Bruggenhoff

" S. Mussina " Henry Madison

" J. H. Robinson " Abert E. H. Wheelock

On motion of Alderman W^m Bruggenhoff the
following Ordinance was ordained.

Be it ordained by the City Council of the
City of Austin.

First That no person shall be allowed to keep in
the public streets within the City limits a stand
for Lottory or Gift Enterprise.

Second That after due notice to parties any person
convicted for violating this Ordinance shall be
guilty of misdemeanor and shall be fined
the sum of not less than three nor more than
one hundred Dollars.

Third That this Ordinance shall take effect and be
in force from and after its passage.

On motion of Alderman W^m Bruggenhoff
the rules were suspended and the Ordinance
was read the second and third time and on
motion of Alderman J. H. Robinson the Ordinance
was passed by the following vote.

Alderman Bruggenhoff Alderman J. L. Quass

" S. Mussina " Henry Madison

" J. H. Robinson

Geo Doolittle
Recorder

On motion of Alderman Hussina the following Ordinance was ordained.

Be it ordained by the City Council of the City of Austin.

First If wooden houses are to be repaired within the fire limits the Mayor shall be notified in writing and if such repairs exceed the value of fifty per cent of the old building such repairs shall be prohibited, any persons violating the provisions of this section shall be guilty of a misdemeanor and be fined One Hundred Dollars for the first offence, Two Hundred Dollars for the second offence and any buildings so repaired shall be taken down by the City Marshal at the expense of the Townes.

Second This Ordinance to take effect and be in force from and after its passage

On motion of Alderman J. L. Quass the rules were suspended, and the Ordinance was read the second and third time and on motion of Alderman Henry Madison the Ordinance was passed by the following vote,

Alderman J. L. Quass. Alderman W. Bruggenhoff
" J. Hussina " Henry Madison
" J. B. Robinson

G. Doolittle
Recorder

Committee on Water works presented their Report; was read, and on motion of Alderman J. A. Quace the Report was adopted.

Alderman Henry Madison presented the following Ordinance

Be it ordained by the City Council of the City of Austin that the Mayor be and he is hereby authorized to dispose of the exclusive privilege of supplying the City of Austin with water according to the terms of the following agreement:

Articles of Agreement Viz:

Made and entered into this twenty third day of November A. D. (1874) One Thousand Eight Hundred and Seventy One by and between the Mayor and City Council of the City of Austin in the County of Travis and State of Texas Party of the first part; and C. R. Johnson, G. W. Fisher and J. F. McKinney all of the same place, party of the second part.

That the said party of the first part; for and in consideration of the covenants and agreements hereinafter contained, mentioned and reserved, on the part of the said party of the second part their executors, administrators and assigns, to be kept, done and performed; have granted and by these presents do grant unto the said party of the second part, their executors, administrators and assigns, the sole privilege of supplying the City of Austin and the inhabitants thereof with good and wholesome water from the Colorado river or any other source whatsoever; provided nothing in this agreement shall be construed so as to in any way prevent persons from providing themselves with water from the Colorado river or any other source with their own or hired transportation for thirty years from the date of this agreement, as well as the sole use of all the lands belonging to the City of Austin lying on the banks of the Colorado River between Brazos and Lavaca Streets and land sufficient to build a reservoir on said land not to be over one mile and a half from

the pump or pumps or other supplying power; together with the rights and privileges of laying and repairing pipes at any and all times in any of the streets and alleys; in the City of Austin; and to such buildings, engines, reservoirs or any thing appertaining to water works; and exemption from all taxation by the City of Austin for ten years from the date thereof, of said water works and all appurtenances thereto belonging.

At the expiration of the Thirty years herein named, the said party of the second part shall give possession entire, to the water works and all appurtenances, then belonging and existing to the party of the first part, said party of the second part relinquishing all right, title and claim to the said water works appurtenances and privileges to the same belonging.

Provided the said party of the first part shall first pay to the said party of the second part the full value of said water works and the appurtenances thereof in default of which payment the said party of the second part shall continue to hold and possess the said water works and appurtenances thereto belonging together with all the rights and privileges therein granted until such a time thereafter as the said party of the first part shall be able and elect to pay as herein before described when delivery of said water works and appurtenances shall be made to said party of the first part as though the same had been done at the expiration of the Thirty years hereinbefore named.

In case the value of said water works and appurtenances can not be agreed upon at or after the expiration of the Thirty years as herein before provided by and between the parties of the first and second parts. the said parties of the first and second parts shall at the election of either each appoint, three arbitrators which six arbitrators shall neither be officers of the City of Austin nor the owners or representatives of any interests in said water works which six arbitrators

shall upon notice thereof by the Mayor of the City of Austin meet and elect a seventh who shall be the presiding officer of their deliberations and entitled to a vote in said deliberations as soon as practicable after the organization of the board of seven arbitrators herein provided said board shall proceed to establish the full value of said water works and appurtenances a majority of said board being necessary to a decision, which decision shall be made in writing and in duplicate and signed by the majority affirming the same, one copy of which shall be delivered to the party of the first part and one copy to the party of the second part and said decision shall be final and binding, without appeal, upon both parties to this agreement.

In case the six arbitrators first chosen shall fail within sixty days from the notice of the Mayor as hereinbefore ^{to elect a seventh as hereinbefore provided} provided, then the Mayor of the City of Austin shall make written application to the Governor of the State of Texas to appoint seven arbitrators who shall as soon as practicable after their appointment proceed to decide the value of the said water works and appurtenances which decision of a majority of the same made in writing and in duplicate and delivered to the first and second parties to this agreement shall be final and binding without appeal upon both the parties to this agreement.

The said party of the first part hereby agrees to accede to the said party of the second part peaceable and quiet possession of the lands rights and privileges herein granted for the term of thirty years and for each time thereafter as the said party of the second part shall retain possession of the same under the provisions of this agreement.

That the said party of the second part for the length of time expressed in this agreement shall have the exclusive privilege

subject to all the conditions of this agreement of supplying the City of Austin and its inhabitants with water at the sum or price which shall at no time exceed the following rates paid by the person or persons receiving the water in advance to wit:

- First Every family consisting of four persons twenty five dollars per annum and three dollars for each person additional (persons ten years of age and under to be estimated two for one).
 - Second For retail grocery stores where liquor is not retailed twenty five dollars per annum.
 - Third For retail grocery stores where liquor is sold in quantities less than one quart from twenty five to seventy five dollars per annum.
 - Fourth For liquor stores doing the business of bottling wine, ale or other liquors from fifty to one hundred dollars per annum.
 - Fifth For stores without families fifty dollars per annum.
 - Sixth For baths in private families ten dollars per annum.
 - Seventh For each horse per annum ten dollars.
 - Eighth For each carriage per annum ten dollars.
 - Ninth For water in barrels of forty gallons five cents per barrel.
 - Tenth For coffee houses, restaurants, confectioneries, manufactories, hotels, taverns, boarding houses, steam-mills, tan yards, brick yards, soda shops, livery stables, public baths, bakeries, dyeing, scouring and all other establishments, not herein mentioned such rates may be charged and received as may be agreed upon between the party of the second part and the consumer in addition to the rates herein ^{before} specifically provided and said party of the second part shall have power to collect and receive said rates in advance of the time for which said water is to be furnished.
- That said party of the second part shall have power and authority to conduct good and wholesome water from the Colorado river or any other source procuring at their own cost

and expense the necessary machinery, pumps pipes and fixtures together with all the buildings and reservoirs required for the same, and the said party of the second part agrees to erect and keep in practicable condition for the supply of water to the City of Austin and the inhabitants thereof the necessary pumps pipes and reservoir of a capacity to furnish at least two hundred thousand gallons of water every twenty four hours the reservoir to be of a capacity of at least seven hundred and fifty thousand gallons of water the main pipes to be laid from the pumps through Congress Avenue to the reservoir and ten squares in Pecan Street with fire plugs at the corners of every second square the work to be commenced in four months from the date of this agreement in good faith or their rights in this agreement and two thousand dollars in gold shall be forfeited to the City; said two thousand dollars in gold shall be deposited with the Mayor within thirty days from the date of this agreement, or in default of said deposit this agreement shall be null and void; the work shall be vigorously prosecuted, and the whole to be completed in one year from the signing and delivering of this agreement.

The party of the second part further agrees to lay down each year thereafter two miles of pipes with fire plugs at the corners of every second square for the term of ten years and increase the same at the election of the party of the second part with additional fire plugs as herein before provided.

In consideration of the privileges herein granted the said party of the second part further agrees to furnish to the said party of the first part free of all cost all water required for municipal buildings and municipal offices and for fire purposes during the term of the possession of the rights and privileges herein granted to the said party of the second part and the said party of the second part agrees to keep

said water works in complete order and operation for the time of their possession; unavoidable accidents; epidemics and natural causes beyond their control excepted.

It is further agreed by and between the parties to this agreement that should the party of the second part fail at any time for the period of one year to comply with any of the provisions of this agreement then this agreement shall be null and void; provided the party of the first part proceed as hereinbefore provided to have the value of said water works ascertained and pay for the same of half the ascertained value and take possession of the same recovering thereby all the rights and privileges herein granted.

In witness whereof the Mayor and members of the City Council of the City of Austin in their official capacity do sign for the party of the first part and that said C. R. Johns, J. W. Fisher and S. F. McKinney signing for the party of the second part.

Done at the City of Austin in the County of Travis and State of Texas in the year of our Lord One Thousand Eight Hundred and seventy one and the twenty third day of November of said year using scrolls for seals by the party of the second part and the seal of the City of Austin one impression for all the parties composing the party of the first part.

Second That this ordinance take effect and be in force from and after its passage.

On motion of Alderman S. H. Harrison the rules were suspended and the Ordinance was read the second and third time and on motion of Alderman J. W. Robinson the Ordinance was passed by the following vote

Alderman Wm. Bruggelhoff	Alderman J. B. Buess
" S. Harrison	" Henry Madison
" J. W. Robinson	

Cs. Doolittle
Recorder