

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Special Meeting

December 30, 1946

11:00 A.M.

Council Chamber, City Hall

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The meeting was called to order, with Mayor Pro tem Bartholomew presiding.

Roll call

Present: Mayor Pro tem Bartholomew, Councilmen Glass, Thornberry, and Wolf - 4

Absent : Mayor Miller - 1

Present also: Guiton Morgan, City Manager; and Trueman E. O'Quinn, City Attorney.

The following Notice of Special Meeting and Consent to Meeting was ordered spread on the minutes:

" NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF AUSTIN:

Notice is hereby given that a special meeting of the City Council of the City of Austin will be held on the 30th day of December, 1946, at the Municipal Building, Eighth and Colorado Streets, in Austin, Texas, at eleven-thirty a. m., for the purpose of considering final closing of the purchase of the present Country Club belonging to the Country Club of Austin, and to authorize the City Manager to take such action in connection therewith as may be decided at such meeting.

Dated this 30th day of December, 1946.

(Sgd) E. C. Bartholomew

" Oswald G. Wolf
Members of the City Council of
the City of Austin

(Sgd) Hallie McKellar
City Clerk
City of Austin, Texas. "

" CONSENT TO MEETING

We, the undersigned members of the City Council hereby accept service of the foregoing notice, waiving any and all irregularities in such service and such notice, and consent and agree that said City Council shall meet at the time and place therein named, and for the purposes therein stated.

(Sgd) E. C. Bartholomew

" Oswald G. Wolf

" Homer Thornberry

" Taylor Glass. "

A. F. Ashford, President of the Country Club, F. L. Kuykendall, Attorney for the Country Club, and other members of said Club were present.

A discussion of some phases of the agreement between the City of Austin and the Board of Directors of the Country Club pertaining to the purchase of said Country Club property, particularly the use of said property by the "teen-age" group, was entered into at length.

Whereupon Councilman Wolf offered the following resolution and moved its adoption:

(RESOLUTION)BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That Gulton Morgan, City Manager, be and he is hereby authorized and directed to accept from the Country Club of Austin a deed conveying to the City of Austin the property in Outlots 10, 11, 12, 13, and 19, in Division "C", in the City of Austin, which is owned by the Country Club of Austin, and to enter into a contract with the Country Club of Austin concerning the purchase of such property, all in accordance with the terms and provisions of a certain contract, a copy of which is attached hereto and made a part hereof for all purposes; and

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

That the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) be, and the same is, hereby appropriated out of the General Fund not otherwise appropriated for the purpose of paying the consideration for such property due upon the execution and delivery of the deed to the City of Austin.

(Copy of Contract attached)

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This agreement made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, acting by and

through Guiton Morgan, its City Manager, duly authorized to act herein, and the Country Club of Austin, a corporation organized and existing under and by virtue of the laws of the State of Texas, acting by and through A. F. Ashford, its President, duly authorized to act herein, WITNESSETH:

1. The Country Club of Austin has this day conveyed by warranty deed to the City of Austin the land heretofore owned by the Country Club of Austin, in the City of Austin, Texas, consisting of approximately ninety-one (91) acres and being all of Outlet 19 in Division C, Government Outlots adjoining the Original City of Austin, except that portion of said Outlet conveyed to Austin and Northwestern Railroad Company for right-of-way, September 7, 1881, and all of Outlots 10, 11, 12, and 13, in Division C, Government Outlots adjoining the Original City of Austin (except a strip 450 feet in width off of the west side of said Outlots 11 and 12) as said Outlots are shown by map recorded in the General Land Office of the State of Texas; such conveyance includes all permanent improvements on the land, but it has been made as a part of this contract and it shall be subject to the terms and conditions of this contract including the provisions hereof regarding the retention by the Country Club of Austin of certain improvements hereinafter enumerated.

2. The City of Austin has this day paid to the Country Club of Austin as consideration for the said conveyance the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) in cash. In consideration of mutual benefits accruing to the City of Austin and to the Country Club of Austin during the year 1947, the City of Austin hereby agrees to pay to the Country Club of Austin the sum of Twenty-five Thousand Dollars (\$25,000.00) on or before November 1, 1947; and in consideration of mutual benefits accruing to the City of Austin and to the Country Club of Austin during the remainder of the period of occupancy by the Country Club of Austin hereinafter provided, the City of Austin hereby agrees to pay an additional sum of Twenty-five Thousand Dollars (\$25,000.00) to the Country Club of Austin prior to or at the time of surrender to the City of Austin of possession of the property above described.

3. The City of Austin will permit the Country Club to have the free and uninterrupted use of the property for a period not to exceed three (3) years from the date of this agreement, and such use of the property by the Country Club shall be a part of the consideration of the deed and conveyance of the property. During said period the Country Club contemplates undertaking to build a new golf course and club house on other land to be purchased by the club, and if said golf course and club house are completed in less than three (3) years from date of this agreement, the Country Club of Austin will upon completion vacate the property which is the subject of this instrument and deliver possession thereof to the City of Austin.

4. In consideration that the City of Austin will furnish water at its own expense to be used in operating the Country Club during the three (3) year period, or less time as the case may be, the Country Club of Austin will maintain at its own expense the golf course and club house and other improvements in as good condition as reasonable wear and use will permit, and the Country Club of Austin agrees that during said occupancy all other utility bills will be paid by the Country Club of Austin. The Country Club of Austin at its own expense, for the benefit of the City of Austin, will keep the

buildings on said property fully insured, in an amount not less than now carried, during such part of the three (3) year period mentioned above as the premises shall be controlled and used by the Country Club of Austin. The Country Club of Austin agrees to protect, indemnify and save harmless the City of Austin against any claim, cause of action, or damage, arising out of the use, occupancy, or operation by the Country Club of Austin of said premises during the three (3) year period.

5. The Country Club of Austin agrees to surrender upon notice from the City of Austin such land as may be needed or necessary for the widening of East Avenue along the eastern boundary of the Country Club land lying between Red River Street and East Avenue and will at its own expense and at another location on said lands construct such golf facilities as may be removed, impaired, or destroyed by said widening of East Avenue; and the City of Austin agrees to give said notice prior to the beginning of actual construction on the widening of East Avenue.

6. The property to be retained by the Country Club of Austin consists of (1) the golf shop building now used by Harvey Penick as a work shop and storage for golf equipment; (2) all furniture of every kind and character; (3) all kitchen equipment; (4) pictures; and (5) other property not attached to the building or land. But it is specifically understood and agreed that the conveyance of said land and buildings will include the air-conditioning system in the club building, the bar, the chandeliers, all plumbing, and all other fixtures ordinarily recognized as necessary and customary in the operation of the club and buildings.

7. The Country Club of Austin agrees to pay all City, State and County taxes up to and including the year 1946 and to pay any State and County taxes which may be lawfully assessed against said property during the time said property is actually occupied by the Country Club within the three (3) year period referred to hereinabove.

IN TESTIMONY WHEREOF, the City of Austin has caused this instrument to be executed in duplicate by its City Manager, attested by its City Clerk, with its corporate seal affixed, and the Country Club of Austin has caused this instrument to be executed in duplicate by its President, A. F. Ashford, this _____ day of December, 1946.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk

COUNTRY CLUB OF AUSTIN

By _____
President

Approved:

City Attorney

Which motion, carrying with it the adoption of the resolution, carried by the following vote:

Ayes : Mayor Pro tem Bartholomew, Councilmen Glass, Thornberry, and Wolf

Noes : None

Absent: Mayor Miller

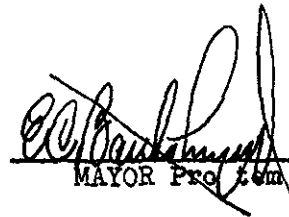
There being no further business, upon motion of Councilman Thornberry the meeting was recessed, subject to call of the Mayor, by the following vote:

Ayes: Mayor Pro tem Bartholomew, Councilmen Glass, Thornberry, and Wolf

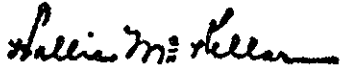
Noes: None

Absent: Mayor Miller

Approved:


MAYOR Pro tem

Attest:



City Clerk