

## MINUTES OF THE CITY COUNCIL

## CITY OF AUSTIN, TEXAS

## Regular Meeting

August 8, 1946

11:00 A. M.

Council Chamber, City Hall

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The meeting was called to order, with Mayor Miller presiding.

## Roll call

Present : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry  
and Wolf- 4

Absent : 1

Present also: Guiton Morgan, City Manager; J. E. Motheral, Director of  
Public Works; Trueman O'Quinn, City Attorney; and R. D. Thorp, Chief of Police.

The reading of the Minutes was dispensed with.

At the opening of the session, Mayor Miller paid tribute to the memory  
of Councilman Alford, deceased, and his long career on the City Council; and  
instructed the City Attorney to prepare a resolution memorializing the  
services of Councilman Alford for adoption at the next regular meeting and  
inclusion in the minutes of that date.

Mayor Miller then called for expressions from the Councilman on the  
method to be adopted by the Council in filling the existing vacancy.

Councilman Wolf then moved that the Council fill the vacancy similar  
to the way the one created by the resignation of Councilman Gillis was filled,  
that is, set a date for an election and the candidate receiving the greatest  
number of votes would be nominated by the Council for the position.

Councilman Thornberry went on record as saying that he had a different  
feeling about the matter of selecting a councilman; that he had never been  
appointed to a public office and did not, in any way, intend to say that the  
people did not have the right to express themselves, but that Section 2, of  
Article XVIII of the City Charter provides the manner of filling vacancies  
on the Council; and that he felt the Council should go ahead and select a  
successor until the election in April next, at which time the people can  
determine who their councilman shall be.

Councilman Bartholomew went on record as saying that in September, 1940,  
he was appointed to the City Council by the then remaining Council, and to

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date was still a member of said Body; that he, in no way, had any desire to stand in the way of any individual who aspired to be councilman, therefore he could not very well express himself either for or against an election or direct appointment, but that he did favor appointing one rather than asking for an election; that when Councilman Gillis quit, he was very reluctant to appoint a successor under the circumstances; that he was sure the Council had the best interests of the entire city at heart and did not wish to discriminate against any section of the town, so if an election was what the Council wanted, he was for it; if not, he was for that, too.

Mayor Miller then stated that the City Attorney under Section 11, Article VII of the City Charter is the legal adviser of the City Government, and he has ruled that the Charter leaves to the City Council the method of selecting a successor; and that when Councilman Gillis left, the City Council went into the matter of filling the vacancy on the Council; that it would have been against his intellect and conscience to have appointed someone then, as he had a definite feeling that such vacancy should be filled by the people; that at this time several names have been suggested to him and petitions for others have been mentioned, and inasmuch as so many people seem to want the office, he feels the best interests of the City would be served by allowing any and every one who is properly qualified to run for the office; and that his opinion is that the vacancy should be filled by allowing the people to nominate the councilman and the City Council approve that nominee and swear him in on the Thursday following the election.

Mayor Miller then called for a vote on Councilman Wolf's motion that an election be called to fill the vacancy, those in favor of calling the election to vote "aye"; those opposed, "no". The result was:

Ayes : Councilman Bartholomew, Mayor Miller, and Councilman Wolf  
Noes : Councilman Thornberry

Councilman Thornberry then stated that since the Council, by majority vote, had decided to call an election, the public should realize, as Mayor Miller pointed out, that membership on the City Council was one of the most important positions so far as their personal welfare was concerned, and vote if interested in the welfare of their city government.

Councilman Wolf then moved that the City Attorney be instructed to prepare an ordinance calling an election for councilman for September 9, if that date meets all legal requirements. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf  
Noes : None

Nick Hornsby and D. A. Kuhn, representing the North Austin Civic Club, were present and stated that they had a petition from the residents of North Austin requesting the appointment of Murray Ramsey as councilman, but did not submit same; and they further stated that they indorsed the action of the Council in calling an election to fill the vacancy.

C. C. Mitchell, Jr., 410 South Crockett Street, who stated that he also represented five other families living on said street, registered a complaint against the delay on the part of the City in putting in a sanitary sewer there, declaring that the septic tanks in use were creating an insanitary condition. The Director of Public Works reported that this job

was on the list of jobs to be done and could probably be started within the next two weeks; and he was instructed, in the meantime, to alleviate the insanitary condition by sprinkling lime around.

It was then declared to be the sense of the Council that the construction of sanitary sewer lines shall have precedence over all other projects.

Conrad Fath registered a complaint against the lowering of Lake Austin for the purpose of killing vegetation. After some discussion, the Mayor declared that the Council decided last week to lower the Lake and saw no reason now to change that decision.

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Manager be, and he is hereby, authorized and directed to execute on behalf of the City of Austin a contract with Dr. J. S. Koenig for the laying of water mains in accordance with the terms and provisions of a certain agreement, a copy of which is attached to this resolution and made a part hereof for all purposes.

(Agreement Attached)

THE STATE OF TEXAS :  
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into by and between the City of Austin, a municipal corporation, situated in Travis County, Texas, hereinafter called for convenience the City, and Dr. J. S. Koenig of Travis County, Texas, hereinafter for convenience sometimes called the Customer, WITNESSETH:

# I.

The City of Austin, for the consideration hereinafter stated, agrees to furnish all labor, tools, equipment, implements, appliances and materials necessary to lay, and agrees to lay, the certain water mains and other pipes on the street and at the locations described as follows:

A 6" Cast iron water main in Leralynn Street from a point in Zennia Street 75' north of South P.L. of Zennia Street south to a point 7.5' north of the south P.K. of 51st Street.

A 6" cast iron water main in 51st Street from a point 7.5' east of the west property line of Leralynn Street west to a point 30' east of the west property line of Lot 69 Koenig Place Addition.

# II.

It is estimated that all of the work contemplated will cost the sum of Three Hundred Forty-Seven and 75/100 (\$347.75) Dollars when completed; and the Customer, in consideration of the foregoing obligations of the City, which are assumed for the benefit of the Customer in order to furnish water service to him, agrees to deposit said sum of money in a designated bank in

the City of Austin, and to issue and deliver in such amount a certified check or cashier's check to the City of Austin, payable to the City; and said check shall be held by the City until the work is completed, when the check shall be returned to the Customer upon payment in full to the City of the entire cost of the work, such payment to be within ten (10) days after completion thereof. Upon failure of the Customer to pay for the cost in full within the ten day period, the City may cash said check and apply the proceeds thereof to the account of the Customer for such work and return to the Customer any excess above the proceeds of the check necessary to pay said costs in full, or may collect from the Customer any deficit necessary to take care of such costs.

### III.

Within a reasonable time after deposit of said certified check or cashier's check with the City, the City of Austin agrees to commence construction of the work, and to prosecute it in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

### IV.

It is agreed that the Customer shall be reimbursed for the money paid as provided in paragraph II above in the following manner:

On the fifteenth day of January following completion of the work, the City shall pay to the Customer five times the gross amount of income realized by the City from the service and sale of water to its patrons having a direct connection with the water mains described above for the period of time immediately preceding the first day of January; and such payment shall be made to the Customer on the fifteenth day of January of each succeeding year until the total amount of the cost has been repaid; but in no event shall the City make such payments for a period of time longer than ten years, even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before expiration of the ten year period the principal sum of such cost has been repaid, further payments shall cease.

### V.

It is agreed that the City may make such repairs and changes in all of said pipes, hydrants, and connections necessary to the orderly conduct of a proper water system. Title to all said property shall be and will remain at all times in the City of Austin.

### VI.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and the laws of the State of Texas pertaining to all matters affecting this contract, and the Customer agrees to comply with all provisions of such laws, ordinances, and charter.

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 said Customer, Dr. J. S. Koenig, has executed this instrument in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 194 \_\_\_\_.

CITY OF AUSTIN

By \_\_\_\_\_

City Manager

Approved:

Superintendent Water Department

Customer

Approved as to Form:

By

City Attorney

ATTEST:

City Clerk

Attest:

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

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

Councilman Bartholomew offered the following resolution, and moved its adoption:

(RESOLUTION)

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

THAT the City Manager be, and he is hereby, authorized and directed to execute on behalf of the City of Austin a contract with W. M. Graham for the laying of water mains in accordance with the terms and provisions of a certain agreement, a copy of which is attached to this resolution and made a part hereof for all purposes.

(Agreement Attached)

THE STATE OF TEXAS :

COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into by and between the City of Austin, a municipal corporation, situated in Travis County, Texas, hereinafter called for convenience the City, and W. M. Graham, Austin, Texas, hereinafter for convenience sometimes called the Customer, WITNESSETH:

I.

The City of Austin, for the consideration hereinafter stated, agrees to furnish all labor, tools, equipment, implements, appliances and materials necessary to lay, and agrees to lay, the certain water mains and other pipes on the street and at the locations described as follows:

A 6" Cast Iron Water Main in West 30th Street from Oakmont from Funston.

A 6" Cast Iron Water Main in Funston Street from 30th Street to 33rd Street.

A 6" Cast Iron Water Main in West 33rd Street from Funston to Oakmont.

## II.

It is estimated that all of the work contemplated will cost the sum of Twenty-Nine Hundred and Eighty-two Dollars and 80/100 (\$2,982.80) when completed; and the Customer, in consideration of the foregoing obligations of the City, which are assumed for the benefit of the Customer in order to furnish water service to him, agrees to deposit said sum of money in a designated bank in the City of Austin, and to issue and deliver in such amount a certified check or cashier's check to the City of Austin, payable to the City; and said check shall be held by the City until the work is completed, when the check shall be returned to the Customer upon payment in full to the City of the entire cost of the work, such payment to be within ten (10) days after completion thereof. Upon failure of the Customer to pay for the cost in full within the ten day period, the City may cash said check and apply the proceeds thereof to the account of the Customer for such work and return to the Customer any excess above the proceeds of the check necessary to pay said costs in full, or may collect from the Customer any deficit necessary to take care of such costs.

## III.

Within a reasonable time after deposit of said certified check or cashier's check with the City, the City of Austin agrees to commence construction of the work, and to prosecute it in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

## IV.

It is agreed that the Customer shall be reimbursed for the money paid as provided in paragraph II above in the following manner:

On the fifteenth day of January following completion of the work, the City shall pay to the Customer five times the gross amount of income realized by the City from the service and sale of water to its patrons having a direct connection with the water mains described above for the period of time immediately preceding the first day of January; and such payment shall be made to the Customer on the fifteenth day of January of each succeeding year until the total amount of the cost has been repaid; but in no event shall the City make such payments for a period of time longer than ten years, even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before expiration of the ten year period the principal sum of such cost has been repaid, further payments shall cease.

## V.

It is agreed that the City may make such repairs and changes in all of said pipes, hydrants, and connections necessary to the orderly conduct of a proper water system. Title to all said property shall be and will remain at all times in the City of Austin.

## VI.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and the laws of the State of Texas pertaining to all matters affecting this contract, and the Customer agrees to comply with all provisions of such laws, ordinances, and charter.

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 said Customer, W. M. Graham, has executed this instrument in duplicate, this 30th day of July, 1946.

CITY OF AUSTIN

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

Approved:

Albert R. Davis  
Superintendent Water Department

Attest:

W. M. Graham  
Customer

By (Sgd) W. M. Graham

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

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

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry  
and Wolf

Noes : None

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Manager be, and he is hereby, authorized and directed to execute on behalf of the City of Austin a contract with Dr. C. H. Brownlee for the laying of water mains in accordance with the terms and provisions of a certain agreement, a copy of which is attached to this resolution and made a part hereof for all purposes.

(Agreement Attached)

THE STATE OF TEXAS

COUNTY OF TRAVIS

:

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into by and between the City of Austin, a municipal corporation, situated in Travis County, Texas, hereinafter called for convenience the City, and Dr. C. H. Brownlee of Travis County, Texas, hereinafter for convenience sometimes called the Customer, WITNESSETH:

I.

The City of Austin, for the consideration hereinafter stated, agrees to furnish all labor, tools, equipment, implements, appliances and materials necessary to lay, and agrees to lay, the certain water mains and other pipes on the street and at the locations described as follows:

A 6" Water Main in Funston Street - West 33rd to West 35th

II.

It is estimated that all of the work contemplated will cost the sum of Eleven Hundred and Sixty-seven dollars and 80/100 (\$1167.80) dollars when completed; and the Customer, in consideration of the foregoing obligations of the City, which are assumed for the benefit of the Customer in order to furnish water service to him, agrees to deposit said sum of money in a designated bank in the City of Austin, and to issue and deliver in such amount a certified check or cashier's check to the City of Austin, payable to the City; and said check shall be held by the City until the work is completed, when the check shall be returned to the Customer upon payment in full to the City of the entire cost of the work, such payment to be within ten (10) days after completion thereof. Upon failure of the Customer to pay for the cost in full within the ten day period, the City may cash said check and apply the proceeds thereof to the account of the Customer for such work and return to the Customer any excess above the proceeds of the check necessary to pay said costs in full, or may collect from the Customer any deficit necessary to take care of such costs.

III.

Within a reasonable time after deposit of said certified check or cashier's check with the City, the City of Austin agrees to commence construction of the work, and to prosecute it in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

IV.

It is agreed that the Customer shall be reimbursed for the money paid as provided in paragraph II, above in the following manner:

On the fifteenth day of January following completion of the work, the City shall pay to the Customer five times the gross amount of income realized by the City from the service and sale of water to its patrons having a direct connection with the water mains described above for the period of time immediately preceding the first day of January; and such payment shall be made to the Customer on the fifteenth day of January of each succeeding year until the total amount of the cost has been repaid; but in no event shall the City make such payments for a period of time longer than ten years, even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before expiration of the ten year period the principal sum of such cost has been repaid, further payments shall cease.



## V.

It is agreed that the City may make such repairs and changes in all of said pipes, hydrants, and connections necessary to the orderly conduct of a proper water system. Title to all said property shall be and will remain at all times in the City of Austin.

## VI.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and the laws of the State of Texas pertaining to all matters affecting this contract, and the Customer agrees to comply with all provisions of such laws, ordinances, and charter.

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 said Customer, Dr. C. H. Brownlee, has executed this instrument in duplicate this \_\_\_\_ day of \_\_\_\_\_, 194\_\_.

CITY OF AUSTIN

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

Approved;

Albert R. Davis  
Superintendent Water Department

Dr. C. H. Brownlee  
Customer

Attest:

By (Sgd) C. H. Brownlee

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

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

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

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry  
and Wolf

Noes : None

Councilman Wolf offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Fulcher and Burgher Construction Company is the Contractor for the erection of a building located at 1709 San Antonio Street and desires a portion of the sidewalk and street space abutting Lots 1 and 2, Block 33 of Division "E" 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 Fulcher and Burgher Construction Company, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the southwest corner of the above described property; thence in a westerly direction and at right angles to the centerline of San Antonio Street to a point 14 feet west of the east curb line; thence in a northerly direction and parallel to the centerline of San Antonio Street approximately 138 feet to a point; thence in an easterly direction and at right angles to the centerline of San Antonio Street to the northwest corner of the above described property; thence in a northerly direction and at right angles to the centerline of West 18th Street to a point approximately 10 feet north of the south curb line; thence in an easterly direction and parallel with the centerline of West 18th Street approximately 138 feet to a point; thence in a southerly direction and at right angles to the centerline of West 18th Street to the northeast corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said Culcher and Burgher Construction Company, 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 4 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 within 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 barricades, sidewalk, materials, equipment, and other obstructions shall be removed not later than May 1, 1947.

(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.

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

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

Councilman Wolf offered the following resolution and moved its adoption:

(RESOLUTION)

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,

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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 WEST THIRTY-SIXTH STREET from a point 181 feet east of Oakmont Boulevard westerly 25 feet, the centerline of which gas main shall be 13.5 feet south of, and parallel to, the north property line of said West 36th Street.

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

- (2) A gas main in WEST THIRTY-EIGHTH STREET from a point 100 feet east of Oakmont Boulevard easterly 207 feet, the centerline of which gas main shall be 13.5 feet south of, and parallel to, the north property line of said West 38th Street.

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

- (3) A gas main in EVANS AVENUE from a point 112 feet north of East 54th Street northerly 146 feet, the centerline of which gas main shall be 7.5 feet west of, and parallel to, the east property line of said Evans Avenue.

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

- (4) A gas main in EAST FORTY-EIGHTH STREET from Duval Street westerly 94 feet, the centerline of which gas main shall be 7.5 feet south of, and parallel to, the north property line of said East 48th Street.

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

- (5) A gas main in SOUTH FIFTH STREET from a point 124 feet south of West Gibson Street northerly 48 feet, the centerline of which gas main shall be 7.5 feet west of, and parallel to, the east property line of said South 5th Street.

Said gas main described above shall have a cover 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 Public Works 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.

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

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

Councilman Wolf introduced the following ordinance:

AN ORDINANCE ORDERING AN ELECTION FOR THE PURPOSE OF NOMINATING A COUNCILMAN OF THE CITY OF AUSTIN FOR THE UNEXPIRED TERM OF A DECEASED MEMBER OF THE CITY COUNCIL, DESIGNATING THE POLLING PLACES IN THE VARIOUS WARDS, AND PROVIDING THE PROCLAMATION OF SAID ELECTION.

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 carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The ordinance was then 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 carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The ordinance was then read the third time and Councilman Wolf moved that the ordinance be finally passed. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

Thereupon Mayor Miller announced that the ordinance had been finally passed.

The application of JOHN LEIGH HAM, 217 West 8th Street, for a license to operate as a taxicab a 4-door Dodge Sedan, 1939 Model, Engine No. D11-73162, State License No. DP-9712, duly approved by the City Manager, was submitted.

Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of THOMAS E. LEAVELL, 217 West 8th Street, for license to operate as a taxicab a 4-door Plymouth Sedan, 1940 Model, State Highway License No. FX-5961, Motor No. P10-174049, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of LUDWICK J. PAVLAS, 300 Congress Avenue, for license to operate as a taxicab a Plymouth Sedan, 1941 Model, Motor No. P12-475697, State Highway License No. CZ-8938, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of ALBERT R. THORNTON, 217 West 8th Street, for license to operate as a taxicab a 4-door Plymouth, 1940 Model, Engine No. A-906688, State Highway License FT-8152, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of HILLARD E. ARRINGTON, 2619 Lake Austin Boulevard, for license to operate as a taxicab a 4-door Mercury Sedan, 1940 Model, Engine No. 205109, State Highway License No. FV-5688, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of WALTER D. PARIS, 217 West 8th Street, for license to operate as a taxicab a 4-door DeSoto Sedan, 1937 Model, Engine No. S-36331, State Highway License No. DE-1494, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of VERNON S. LANDREN, Colored, 1150 Salina Street, for license to operate as a taxicab a Chevrolet Sedan, 1938 Model, State Highway License No. FV-8085, Motor No. 1338952, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes: Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes: None

The application of Eddie D. Wade, Colored, 1150 Salina Street, for license to operate as a taxicab a 2-door Ford, 1934 Model, Engine No. 580429, State Highway License No. FV-9880, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of EDDIE WILSON, Colored, 1021½ East 11th Street, for license to operate as a taxicab a 1942 Model Hudson Automobile, 4-door Sedan, Motor No. 2036282, duly approved by the City Manager, was submitted. Councilman Wolf moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of JOHN LEIGH HAM, 2803 French Place, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of MILTON HALL, 1302 Haskell Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of LESLIE W. BUNTE, 307 West 8th Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of DELMA ODENE PATTERSON, 2323 South Congress Avenue, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of JAMES L. SAMUELSON, 1804½ Lavaca Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

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The application of VERNON S. LANDREIN, Colored, 2237 Rosewood Avenue, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of SHERLEY G. FOWLER, Colored, 1140 Poquito Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of EDDIE D. WADE, Colored, 2101 Washington Avenue, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of the PIONEER BAR, 805 East 6th Street, by Tom Hashem, for wine and beer license, duly approved by the City Manager, was submitted. Councilman Thornberry moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The application of E. B. Moody, 1605 Northwood Road, for a license to operate as a private boat a home-made, Outboard, 1942 Model, Johnson, 4-passenger, duly approved by the Lake Austin Navigation Board, was submitted. Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

Ayes : Councilman Bartholomew, Mayor Miller, Councilmen Thornberry and Wolf

Noes : None

The City Manager submitted the following Memorandum on the purchase of parking meters:

"August 8, 1946

MEMORANDUM TO: City Council

On June 27, you directed me to secure prices and information and report to the Council regarding the purchase of approximately 1000 parking meters.

In September, 1937, the City of Austin purchased 755 meters from the Park-rite Corporation of Houston for \$30.83 each, or a total of \$23,276.65. This price did not include installation. These meters are manually operated and have been in service almost nine years.



The Park-rite Corporation is no longer in business and the meters are no longer manufactured and repair parts and replacements cannot be bought. As a result, we are constantly taking meters out of service in order to use the parts for the maintenance of the meters remaining in use.

Since the purchase of the original meters, Austin has increased more than 50,000 in population and the need for metered area has increased. We now have less than 650 of the original meters in serviceable condition and in use.

In accordance with the Council's instructions of June 27, the following letter was sent on July 3 to the seven meter companies listed;

'Dual Parking Meter Company  
Harter Bank Building  
Canton 2, Ohio

Duncan Meter Corporation  
1500 South Western Avenue  
Chicago, Illinois

International Meters, Inc  
41 East 42nd Street  
New York, N. Y.

Karpark Corporation  
McMillan at Laredo  
Cincinnati 6, Ohio

Magee-Hall Park-O-Meter Company  
Commerce Exchange Building  
Oklahoma City, Oklahoma

Mi-Co Meter Company  
231 Court Street  
Covington, Kentucky

M. H. Rhodes, Inc.  
30 Bartholomew Street  
Hartford 6, Connecticut

Dear Sir:

The City of Austin is considering the purchase of approximately 1000 parking meters. At the present time we have 724 "Park-rite" meters which will be available for trade-in. This will leave 276 for outright purchase.

Information is requested from your company as to design, construction, operation, and materials used in your meters. Please furnish us with information as to the cost of the meters, trade-in values allowed on our present meters, cost of the installation if installed by the company, cost of any extras that may be a special feature of your company, the average maintenance cost per meter, and the amount of the cash discount allowed. Also, we should like to know the names of cities in which your meters are installed and how long they have been in operation in each of these cities.

We have designated July 16 as the day to receive representatives from meter companies to present their equipment for inspection and to discuss

terms of purchase. If a personal representative can be present it will be greatly appreciated; otherwise, the information may be sent by mail.

Yours truly,

Guiton Morgan  
City Manager

In addition, copies of the foregoing letter were sent to the representatives of these companies who were known to be in Texas. These were to Mr. Carroll S. Moore of Fort Worth, representing the Dual Parking Meter Company; Mr. Fred L. Sharp of Austin, representing the Karpark Corporation; Mr. Bob Lynch of Teague, representing the Park-O-Meter; and Mr. J.C. Jackson, of Austin, representing the Mark-Time (M.H. Rhodes, Inc).

As indicated in the letter, the companies were requested to give me complete information and prices as called for on July 16. As a result, on July 16, six companies in more or less complete form, gave me information and price which I will comment on specifically by companies. Since that time on several occasions, most of the companies have revised their prices and several have made some substantial reductions in the net cost of the meters to the City.

Samples of the meters were furnished to the Police Department and the meter maintenance and repair section made a complete check of the construction and operation of the meters and on the basis of their construction, graded the meters on various points as shown on the following schedule:

	<u>MICA</u>			<u>MARK TIME</u>	<u>KARPARK</u>	<u>PARK-O-METER</u>
	<u>DUAL</u>	<u>METER</u>	<u>MILLER</u>			
Resistance to Robbery	Good	Poor	Excellent	Poor	Excellent	Good
Ruggedness of Housing	Good	Poor	Good	Excellent	Excellent	Good
Meter Construction	Fair	Poor	Poor	Poor	Good	Good
Meter Material	Good	Fair	Poor	Fair	Good	Good
Locks	Good	Poor	Poor	Poor	Good	Good
Longevity	Good	Poor	Poor	Poor	Good	Good
Simplicity of Operation	Good	Fair	Poor	Fair	Good	Good
Resistance to Tampering	Fair	Fair	Poor	Poor	Good	Poor
Resistance to Weathering	Fair	Good	Good	Good	Excellent	Fair
Low Maintenance Costs	<u>Fair</u>	<u>Fair</u>	<u>Fair</u>	<u>Poor</u>	<u>Good</u>	<u>Good</u>
	26	16	19	18	36	27

EXCELLENT -- 5  
GOOD -- 3  
FAIR -- 2  
POOR -- 1

/s/ W. E. Farmer  
Supervisor, Meter Department

As a result of the investigation made, it is the opinion of the Police Department, the Finance Department, and the meter repair section and myself that automatic meters are the most desirable from the standpoint of operation, maintenance, convenience to the public and traffic turnover. The automatic meters are, in our opinion, less subject to tampering and willful damage.

Because of the changes in net prices quoted during the two weeks period following the original quotation received on July 16, it was deemed advisable to further communicate with the three companies who had given us prices on automatic meters to be sure that we had their final price and that there would be no misunderstanding of the conditions under which prices were furnished. Consequently, on August 2, the following telegram was sent to three companies named and to their Texas representatives:

Mr. Carroll S. Moore  
Mr. Fred L. Sharp  
Mr. Bob Lynch

A report on parking meters and prices will be made to the City Council on August 8. Is the price you have given me on 1000 meters final? If not, please let me have your best price on 1000 meters on the basis of the following conditions:

Meters to be your latest model f.o.b. Austin without coin register and with one coin box to be installed by you on existing posts or on new posts where needed at locations to be determined by the City.

Meters to be installed on a 90-day trial basis, the Company to receive 75 percent and the City 25 percent of meter revenue during trial period, said payment to be a part of purchase price with final payment of balance at end of 90-day trial period. Your Company to guarantee City of Austin a refund equal to difference in price if you sell to any other City in United States at a lower price during two year period following sale to us.

Your net price to include trade-in allowance on old meters, deductions for eliminations of one coin box and coin register, allowance for posts now in place, and all other deductions and allowances, giving net price for 1000 meters.

Price reductions and allowances made by various companies since your quotation of July 16 make it necessary for me to give you this opportunity to quote the City of Austin a final price not later than August 7, so that I can report complete prices and other pertinent information to the City Council meeting on August 8th.

Guiton Morgan  
City Manager

As a result of the point system by which the meters were rated in the meter maintenance division, the Karpark meters rated the highest in the opinion of the men who check the meters. Park-O-Meter rated second, and the Dual meter third. These ratings are only an indication however as the method followed represented the opinion of the men who made up the tabulation, but I think it is a very reliable comparison and represents an opinion that can be depended on.