

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

March 9, 1950
10:00 AM

Council Chamber, City Hall

The meeting was called to order with Mayor Glass presiding.

Roll Call:

Present: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Absent: None

Councilman Johnson moved that since copies of the minutes of the last meeting of the City Council have been furnished Council members by the City Clerk, the reading of the minutes be dispensed with and that the minutes be adopted as read in the Clerk's report. Upon being duly seconded by Councilman Long, the motion was unanimously adopted by the Council and the minutes so approved.

MR. KURT MEYER, JR., appeared before the Council requesting permission to use thirty-five feet on 7th Street and Congress along the side by the Queen Theater for a PENGUIN SHOW, sponsored by the V.F.W., for three days, March 16, 17, and 18th. Councilman Long moved that the permission be granted for the three days as requested. The motion, seconded by Councilman Johnson carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

MESSRS. KURT SCHEMDEES, BERTRAM SIMON, AARON KRUEGER and CARL E. BOCK, AUSTIN SYMPHONY SOCIETY, presented the following resolution to the Council stating the need for and asking for an Auditorium:

"WHEREAS, a movement has been initiated by various individuals and groups within the City of Austin for the erection of a Municipal Auditorium, such project being described as the No. 1 need of the City; and

"WHEREAS, such an auditorium, if built, would be designed for concerts, recitals, conventions and group meetings of many kinds; and

"WHEREAS, the design and plan of the Auditorium should proceed rapidly, and in close cooperation and consultation with all interested groups;

"NOW THEREFORE, BE IT RESOLVED by the Executive Committee of the Austin Symphony Orchestra Society, an organization which for the past 13 years has provided Austin and Central Texas with fine music and an array of the nation's leading artists as soloists; which under the baton of Ezra Rachlin has received international prominence of itself and the City of Austin and promises to focus the eyes of the nation on Austin as a cultural center and a most desirable place to live; that

" 1. The Austin Symphony Orchestra Society go on record as recommending to the City Council of Austin that it proceed with all possible expediency in the erection of an Auditorium;

"2. The design of the Auditorium be such that concerts and recitals of the Austin Symphony Orchestra Society may be given under suitable conditions, and the Auditorium be designated as the permanent home of the Symphony, for concerts, rehearsals, and offices;

"3. The name of the Auditorium be "Symphony Hall", thereby keeping the Symphony always uppermost in the minds of Austin and Texas people, in keeping with the dignity and standing of an organization which represents the highest development of the arts and whose accomplishments reflect only the highest good toward the community.

(S) Edna Hammerman
Secretary, Austin Symphony
Orchestra Society, Inc."

The Council received the Resolution, and the Mayor thanked the group in behalf of the Council for their interest.

MRS. WALTER P. WEBB, Daughters of the Republic of Texas, appeared in the interest of preserving and expanding the French Legation and outlined the history of it, and the appropriation as made by the State Legislature. She made reference to the Petition mailed to the Council by MR. MAURY MAVERICK, (Copy of Petition on file with City Clerk). MRS. WEBB stated it would take about \$10,000 for repairs. She stated there were valuable antiques and that there was a certificate issued by the U.S. DEPARTMENT OF INTERIOR designating the Embassy as a building worth keeping. Councilman Johnson moved that a Committee be appointed representing the State, University, City of Austin, Daughters of the Republic of Texas, with MRS. WEBB as Chairman. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman MacCorkle moved that the Governor, President of the University of Texas, and the Mayor name a Committee without limitation to work this out jointly. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

MISSSES SHIRLEY A. ROWLAND and MARCIA ANN MANOR, Brownie Troup 56, invited the Council and City Manager to a premier showing of "WOMEN OF TOMORROW" at the Paramount Theater, March 15, 7:45 p.m. and to the birthday dessert coffee at 6:45, Driskill Hotel.

MR. WALTER GUTTMAN, Chairman of the Planning Board, presented the Master Thoroughfare Plan to the Council, and asked that after the explanation and presentation, that the Council adopt the resolution to inform the people of the plan and to let developers know where the thoroughfares are to be. MR. WILLIAM PARKER, Planning Supervisor, outlined the proposed thoroughfares as planned generally. He explained this was a general plan and specific. He listed the thoroughfares as follows:

Railroad Boulevard, following the Missouri Pacific Railroad
(Right-of-way from 5th to 35th)
Anderson Lane to Springdale Road
Koenig Lane to Airport Boulevard
45th Street from Railroad Boulevard to Interregional Highway
38th Street from Balcones Drive to Airport Boulevard
Windsor Road to Lamar Boulevard
Lake Austin Boulevard to 5th street, following on through to
7th Street.
Railroad Boulevard into 1st Street
(Perhaps to tie into the Highway north of town)
Robert E. Lee Road under the Congress Avenue Bridge, to tie
into Riverside Drive
West and East Live Oak from Fredericksburg Road to Parker Lane
"South Loop Boulevard" - named only for this plan--a new
boulevard to be developed
Bee Cave Road into Barton Springs Road.

The City Attorney stated the resolution was for a general plan and not one that would tie down to field notes. MR. M. H. CROCKETT asked that a public hearing be held before the Council took action. The Council felt it should study this resolution before taking action on it.

Councilman Long moved that a public hearing be set for MARCH 23, 1950, at the Regular Council meeting. The motion, duly seconded, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

MR. CHARLES GRANGER explained the one-way street plan, listing the various streets to be changed as follows:

Brazos Street one-way south, 11th to 1st
Colorado Street one way north, 1st to 11th
Lavaca Street one way north, 1st to 19th
Guadalupe Street one way south, 19th to 1st
7th Street one way west, San Jacinto to Nueces Street (now one way west, Guadalupe to San Antonio)
8th Street one way east, Guadalupe to San Jacinto
9th Street one way west, San Jacinto to Guadalupe
10th Street one way east, Guadalupe to San Jacinto

The one way streets would call for controls in turns, additional control lights. It was also recommended that a bridge from South 1st to Lavaca and Guadalupe be included.

In the Lamar Enfield Shopping Center Area, it was recommended that Baylor from Parkway to 12th be one-way south, and that Shoal Creek Boulevard be opened from 11th to 12th. These recommendations also called for additional control lights and turn controls. MR. EARL BURKHALTER spoke in opposition; also MR. M. H. CROCKETT. MR. DEWEY BRADFORD expressed his idea of trying out one street at a time. MR. H. G. WEST asked that the congestion on the Congress Avenue Bridge be taken into consideration in this plan. The Council felt it should get with the Planning Commission and study this plan before a public hearing was held. COUNCILMAN LONG moved that a public hearing be set for Thursday night, 7:30, at the Public Library Auditorium, March 23, 1950. The motion, duly seconded, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor thanked the Planning Board for its presentation of these two plans.

The City Manager presented a revised map of the HERMAN BROWN ADDITION, by PAUL SIMMS, and stated it had been approved by the Council, but the subdivider had changed the size of the lots from 55' to 70', and he was submitting this for information of the Council. Councilman Long moved that the altered map be accepted with regard to the change of the size of the lots. Councilman Johnson seconded the motion, and it carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The following applications for change of zoning were advertised for public hearing this date:

EDWARD JOSEPH, for
Cater J oseph Estate

19.079 acres, George W. Spear League; Bounded on the north by Crestview Addition; on the south by Violet Crown Addn; on west by Arroyo Seca; and on east by North Austin Theatre.

From "A" Residential To "C" Commercial NOT Recommended by the Zoning Board

MR. EDWARD JOSEPH withdrew the above application.

S. Z. SKINNER

.2 acres adjoining the I&NG r/o/w, from the northeast corner of Camp Mabry to south-east corner Highland Park west. From "A" Residential To "D" Industrial (NOT Recommended by Zoning Board)

MR. S. Z. SKINNER appeared before the Council in his own behalf, stating the property was not suitable for residential development, but was suitable for a lumber yard; and that he purchased this property for commercial use; but when it was brought into the City, it was zoned residential. MR. E. J. HOOD, AND MR. U. O. ANDREWS, representing Mr. E.H.PERRY, appeared in opposition, stating Industrial Development would hurt the residential development; and the street that would be used in connection with the industrial development was not a heavy street and not suitable for heavy traffic, but was built for entrance to a few lots in Highland Park West. It was brought out for information only, that when the Railroad Boulevard was built and perhaps laid off on Mr. Skinner's property, that he would have twelve residential lots. The Council felt it should inspect this property personally, and postponed action until the following meeting, Thursday, March 16th.

LITTLE THEATRE OF
AUSTIN By Melvin
Pape

1531 Toomey Road
and
(.367 acres, out of
Decker League owned
by L. A. Burditt, as
recommended by the
Zoning Board

From "A" Residential
to "C" Commercial
RECOMMENDED by the
Zoning Board to include
the L. A. BURDITT prop-
erty adjoining this
tract.

Councilman MacCorkle moved that the recommendation of the Zoning Board of Adjustment be upheld, and the requested and recommended change be granted, and the City Attorney be instructed to draw up the necessary ordinance. The motion, seconded by Councilman Johnson, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Drake moved that the following applications for change of zoning be referred to the Zoning Board of Adjustment for consideration and recommendation:

JACK H. KEY by Herman Jones	4418-20 Lamar Blvd.	From "A" Residential To "C" Commercial
MRS. JOHANNA SCHOEN- FIELD	(Rear) 407-907 South Congress	From "A" Residential To "C" Commercial
BEN LOCKHART	5200 Georgetown Road	From "A" Residential To "C" Commercial

The motion, seconded by Councilman Johnson, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman MacCorkle moved that the following application for change of zoning be referred to the Zoning Board of Adjustment for consideration and recommendation, with the request that the City Attorney check on its legality with regard to the time limit since it was denied by the Council on July 14, 1949:

JACK H. KEY By Herman Jones	2101 Hancock Drive	From "C" Commercial To "C-1" Commercial
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The motion duly seconded, carried by the following vote:
Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Drake moved that the Zoning Board make a study on the "C-1" and "C-2" Zoning Classifications and give the Council a report. The motion, seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The following letter from the Secretary, Pease Parent-Teacher Association, was read:

"March 6, 1950

"The Pease School Parent-Teacher Association would like for the following recommendation to be read at the next meeting of the City Council.

"We recommend that:

Rio Grande Street be designated as a one-way Street going South.

West Avenue be designated as a one-way street going north."

"The purpose of this, to relieve congestion around the schools.

"The favorable consideration of the City Council of the above matter, in your over-all plan of one-way streets in the City of Austin, will be greatly appreciated.

Yours very truly,
(S) Mrs. Otto Shipley, Secretary
Pease Parent-Teacher Association."

Councilman Long moved that this request be referred to the Planning Board. Councilman MacCorkle seconded the motion, and it carried by the following vote:
Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The City Manager presented the following tabulation of bids received March 3, 1950, for the paving of East 8th Street from Brazos Street to San Jacinto Boulevard:

"Excavation is not included in these bids.

"MAUFRAIS BROS.	\$7,386.75
EARL ROGERS	7,448.63
GEORGE B. HATLEY	8,117.83
McKOWN & SONS	9,082.15 and
	9,347.35
RICHARD SCHMIDT & SON & LEE MANERS	13,114.18
Estimated cost by City	9,435.48

"Maufrais Bros. bid of \$7,386.75 is low on this project and I recommend that they be awarded the contract.

"The City's part is \$3,263.32.

"The property owners part is \$4,123.43 for the pavement and curb and gutters and in addition they are paying for all excavation."

Councilman Drake moved that the contract be awarded to MAUFRAIS BROS., the low bidder. The motion, seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Long introduced the following ordinance:

AN ORDINANCE AMENDING AN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN ON JANUARY 20, 1950, APPEARING IN BOOK "P" ON PAGES 19-141, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, PERTAINING TO THE IMPROVEMENT OF CERTAIN STREETS IN THE CITY OF AUSTIN, AND LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY ABUTTING SUCH STREETS, AND THE OWNERS THEREOF, AND MAKING OTHER PROVISIONS WITH REFERENCE TO SUCH STREET IMPROVEMENTS AND ASSESSMENTS SO AS TO CORRECT AND ADJUST CERTAIN OF THE ASSESSMENTS APPEARING ON THE ROLL OF ELTON LANE, UNIT 18, CONTAINED IN SECTION 4. OF SAID ORDINANCE; AND DECLARING AN EMERGENCY.

The ordinance was read the first time, and Councilman Long moved that the rule be suspended, and the ordinance passed to its second reading. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the second time, and Councilman Long moved that the rule be suspended, and the ordinance passed to its third reading. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the third time, and Councilman Long moved that the ordinance be finally passed. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor then announced that the ordinance had been finally passed.

The Council received the following letters:

"March 7, 1950

To The City Council
City of Austin, Texas

Re: Completion and Acceptance of Work
of Improving Elton Lane from
Griswold Lane to Windsor Road,
being Unit 18 of Current Improvement
Program

The work of improving Elton Lane, from the north property line of Griswold Lane to the south property line of Windsor Road, known as Unit 18 in the current street improvement program, has been performed and completed by Collins Construction Company of Texas in full compliance with the contract, and the Plans and Specifications therein contained, dated November 22, 1949, between the City of Austin and Collins Construction Company, which contract was thereafter assigned to Collins Construction Company of Texas.

I have inspected, approved and accepted the work and improvements referred to, and I now recommend that the same be accepted and received by the City Council as having been performed and completed in compliance with the contract, Plans and Specifications, referred to above.

Respectfully submitted,

(Sgd) C. G. Levander
Director of Public Works
City of Austin, Texas

Councilman Long then introduced the following ordinance:

AN ORDINANCE RECEIVING AND ACCEPTING THE WORK OF IMPROVING ELTON LANE, UNIT NO. 18, IN THE CITY OF AUSTIN, TEXAS, WITHIN THE LIMITS HEREBELOW DEFINED, PERFORMED BY COLLINS CONSTRUCTION COMPANY OF TEXAS, AUTHORIZING AND DIRECTING THE ISSUANCE OF SPECIAL ASSESSMENT CERTIFICATES IN CONNECTION THEREWITH; DECLARING AN EMERGENCY, AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS PASSAGE.

The ordinance was read the first time, and Councilman Long moved that the rule be suspended, and the ordinance passed to its second reading. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the second time, and Councilman Long moved that the rule be suspended, and the ordinance passed to its third reading. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the third time, and Councilman Long moved that the ordinance be finally passed. The motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor then announced that the ordinance had been finally passed.

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

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

WHEREAS, the City of Austin, has paid bonds amounting to \$433,500.00 together with matured interest coupons on its bonded debt in the aggregate amount of \$329,128.37, as follows:

		BONDS		INTEREST	
YEAR	DESCRIPTION	NUMBER BOTH INCL.	AMOUNT	COUPONS	TOTAL
1917	Ridgetop School District	2-11	\$ 5,000.00	\$ 281.25	\$ 5,281.25
1910	School			500.00	500.00
1918	Sewer	151-155	2,500.00	1,250.00	3,750.00
1921	Hospital	24	1,000.00	420.00	1,420.00
1924	Garbage Incinerator	39-40	2,000.00	550.00	2,550.00
1924	School	185-197	13,000.00	15,475.00	28,475.00
1924	Water Filtration	201-215	15,000.00	4,625.00	19,625.00
1926	School	88-94	7,000.00	2,992.50	9,992.50
1928	Hospital	55-58	4,000.00	1,912.50	5,912.50
1928	School	152-163	12,000.00	2,880.00	14,880.00
1928	School			2,953.75	2,953.75
1928	Street Improvement	91-97	7,000.00	1,710.00	8,710.00
1928	Street Improvement			1,763.75	1,763.75
1928	Airport	39-41	3,000.00	765.00	3,765.00
1928	Airport			850.00	850.00
1928	Fire Stations	39-41	3,000.00	765.00	3,765.00
1928	Fire Stations			680.00	680.00
1928	Parks & Playgrounds	39-41	3,000.00	720.00	3,720.00
1928	Parks & Playgrounds			892.50	892.50
1928	Hospital	27-28	2,000.00	450.00	2,450.00
1928	Hospital			595.00	595.00
1928	Sanitary Sewer			170.00	170.00
1929	Street Improvement	245-264	20,000.00	13,062.50	33,062.50
1929	Sanitary Sewer	118-126	9,000.00	6,341.25	15,341.25
1929	Parks & Playgrounds	93-100	8,000.00	5,130.00	13,130.00
1929	Fire Stations	15	1,000.00	522.50	1,522.50

<u>YEAR</u>	<u>DESCRIPTION</u>	<u>NUMBER</u> <u>BOTH INCL.</u>	<u>AMOUNT</u>	<u>INTEREST</u> <u>COUPONS</u>	<u>TOTAL</u>
1929	Street Improvement	255-276	\$22,000.00	\$16,031.25	\$38,031.25
1929	Sanitary Sewer	76-81	6,000.00	4,607.50	10,607.50
1929	Parks & Playgrounds	65-69	5,000.00	3,966.25	8,966.25
1929	Abattoir	33-35	3,000.00	2,066.25	5,066.25
1931	Street Improvement	279-302	24,000.00	19,427.50	43,427.50
1931	Sanitary Sewer	41-43	3,000.00	2,778.75	5,778.75
1931	Parks & Playgrounds	80-86	7,000.00	5,581.25	12,581.25
1932	Public Library	55-59	5,000.00	4,675.00	9,675.00
1932	Fire Stations	18-19	2,000.00	1,600.00	3,600.00
1935	Public Market	42-45	4,000.00	1,280.00	5,280.00
1936	School	186-202	17,000.00	4,635.00	21,635.00
1936	Parks & Playgrounds	46-50	5,000.00	450.00	5,450.00
1937	Fire Stations	56-60	5,000.00	1,237.50	6,237.50
1938	School	51-55	5,000.00	450.00	5,450.00
1938	School	165-183	19,000.00	5,287.50	24,287.50
1939	School	147-164	18,000.00	832.50	18,832.50
1939	School			3,840.00	3,840.00
1940	Hospital			4,418.75	4,418.75
1940	Hospital	157-178	22,000.00	990.00	22,990.00
1942	Airport	115-135	21,000.00	5,880.00	26,880.00
1947	Airport			137.50	137.50
1947	Airport			255.00	255.00
1947	Airport			140.00	140.00
1947	Electric Plant & System			1,842.50	1,842.50
1947	Electric Plant & System			2,505.00	2,505.00
1947	Electric Plant & System			2,887.50	2,887.50
1947	Highway Rights-of-Way			2,777.50	2,777.50
1947	Highway Rights-of-Way			3,750.00	3,750.00
1947	Highway Rights-of-Way			4,182.50	4,182.50
1947	Parks, Playgrounds & Rec.			137.50	137.50
1947	Parks, Playgrounds & Rec.			165.00	165.00
1947	Parks, Playgrounds & Rec.			266.88	266.88
1947	Sanitary Sewerage			2,667.50	2,667.50
1947	Sanitary Sewerage			3,660.00	3,660.00
1947	Sanitary Sewerage			4,252.52	4,252.52
1947	School			5,720.00	5,720.00
1947	School			7,935.00	7,935.00
1947	School			8,942.50	8,942.50
1947	Street Improvement			1,072.50	1,072.50
1947	Street Improvement			1,455.00	1,455.00
1947	Street Improvement			1,645.00	1,645.00
1947	Water Plant & System			935.00	935.00
1947	Water Plant & System			1,260.00	1,260.00
1947	Water Plant & System			1,435.00	1,435.00
1947	Airport Hangars	1	1,000.00	142.50	1,142.50
1947	Electric Plant & System	1-6	6,000.00	1,485.00	7,485.00
1947	Electric Plant & System			1,793.78	1,793.78
1947	Hospital	1-3	3,000.00	742.50	3,742.50
1947	Hospital			910.02	910.02
1947	Sanitary Sewers	1-8	8,000.00	2,040.00	10,040.00
1947	Sanitary Sewers			2,476.25	2,476.25
1947	Street Improvement	1-3	3,000.00	742.50	3,742.50
1947	Street Improvement			910.02	910.02
1947	Water Plant & System	1-4	4,000.00	1,020.00	5,020.00

<u>YEAR</u>	<u>DESCRIPTION</u>	<u>NUMBER BOTH INCL.</u>	<u>AMOUNT</u>	<u>INTEREST COUPONS</u>	<u>TOTAL</u>
1947	Water Plant & System			\$ 1,303.78	\$ 1,303.78
1948	Bridge Below Lake Austin	1-2	\$ 2,000.00	180.00	2,180.00
1948	Bridge Below Lake Austin			540.00	540.00
1948	Bridge Below Lake Austin			500.00	500.00
1948	Electric Plant & System	1-5	5,000.00	480.00	5,480.00
1948	Electric Plant & System			1,710.00	1,710.00
1948	Electric Plant & System			1,950.00	1,950.00
1948	Fire Stations	1-3	3,000.00	270.00	3,270.00
1948	Fire Stations			1,035.00	1,035.00
1948	Fire Stations			1,125.00	1,125.00
1948	Parks, Playgrounds & Rec.	1-8	8,000.00	720.00	8,720.00
1948	Parks, Playgrounds & Rec.			2,510.00	2,510.00
1948	Parks, Playgrounds & Rec.			2,862.50	2,862.50
1948	Schools	1-55	55,000.00	5,040.00	60,040.00
1948	Schools			17,593.10	17,593.10
1948	Schools			20,169.77	20,169.77
1948	Street Improvement	1-9	9,000.00	870.00	9,870.00
1948	Street Improvement			2,992.50	2,992.50
1948	Street Improvement			3,450.00	3,450.00
1948	Water, Plant & System	1-16	16,000.00	1,440.00	17,440.00
1948	Water, Plant & System			5,017.50	5,017.50
1948	Water, Plant & System			5,761.45	5,761.45
1948	Highway Rights-of-Way			675.00	675.00
1948	Highway Rights-of-Way			3,449.13	3,449.13
1948	Highway Rights-of-Way			1,575.00	1,575.00
1948	Highway Rights-of-Way			343.25	343.25
1948	Parks, Playgrounds & Rec.			202.50	202.50
1948	Parks, Playgrounds & Rec.			1,029.68	1,029.68
1948	Parks, Playgrounds & Rec.			468.75	468.75
1948	Parks, Playgrounds & Rec.			84.40	84.40
1948	Street Improvements			202.50	202.50
1948	Street Improvements			1,046.56	1,046.56
1948	Street Improvements			450.00	450.00
1948	Street Improvements			101.28	101.28
1948	Water Plant & System			1,305.00	1,305.00
1948	Water Plant & System			6,538.14	6,538.14
1948	Water Plant & System			2,918.75	2,918.75
1948	Water Plant & System			635.86	635.86
			\$433,500.00	\$329,128.37	\$762,628.37

WHEREAS, SUCH PAYMENTS OF BONDS AND INTEREST COUPONS HAVE BEEN DULY RECORDED on its bond registers and books of account, and verified by the examination and audit of certified public accountants,

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 destroy or cause to be destroyed, by cremation in the City Incinerator, before witnesses, all such bonds and interest coupons having been fully recorded and verified as above stated.

The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Council voted that Councilmen MacCorkle and Drake be appointed as the Committee to witness the burning of these bonds. at their convenience.

Mayor Glass introduced the following ordinance:

AN ORDINANCE PERPETUALLY CLOSING AND VACATING AN ALLEY TRAVERSING BLOCK 77 OF THE ORIGINAL CITY OF AUSTIN, AND RUNNING IN AN EAST-WEST DIRECTION FROM RIO GRANDE STREET TO WEST AVENUE BETWEEN 7th AND 8th STREETS, SUBJECT TO THE RIGHT OF THE CITY TO MAINTAIN THE POWER LINE AND POLE NOW LOCATED IN SAID ALLEY; AND SUSPENDING THE RULE REQUIRING THE READING OF AN ORDINANCE ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman Johnson moved that the rule be suspended and the ordinance passed to its second reading. The motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the second time and Councilman Johnson moved that the rule be suspended and the ordinance passed to its third reading. The motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the third time, and Councilman Johnson moved that it be finally passed. The motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor then announced that the ordinance had been finally passed.

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, in the preparation of plans and specifications for the construction of the Power Plant Building in 1949 it was provided that during progress of the work if advisable and to the best interests of the City, that the contract could be extended to cover additional piping and structural work covering the installation of the water intakes; and

WHEREAS, the City Manager and the City's Director of Utilities and Consulting Engineers have recommended that the contract of J. M. Odom awarded to him on September 1, 1949, be extended on the basis of the unit prices provided in the contract and on the basis of agreed units for the items of work provided and required in the construction of piping and water intake structures; and

WHEREAS, the City Council considers it in the interest of the City and to further carry on this work in the most economical manner possible by taking advantage of the contract provisions giving the City the right to add this work to the J. M. Odom contract; Now, Therefore,

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

That the City Manager is hereby authorized and directed to execute a supplemental contract with J. M. Odom, General Contractor (being Contract 13-B) for the installation of piping and water intake structures in accordance with plans and specifications; to provide for an additional performance bond to cover this work; in the net amount of \$143,207.00 in accordance with the recommendations heretofore made.

Which motion, duly seconded by Councilman Johnson, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Glass

Noes: None

Present and not voting: Councilman Drake

Councilman MacCorkle offered the following resolution and moved its adoption:

(RESOLUTION)

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

That Guiton Morgan, City Manager, be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with Victor H. Randolph, providing for a lease of the concession rights in the City Coliseum, all in accordance with the terms and conditions of the aertain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

"THE STATE OF TEXAS |
 :
COUNTY OF TRAVIS |

1. This contract and agreement made and entered into by and between the City of Austin, a municipal corporation hereinafter called Lessor, and Victor H. Randolph of Travis County, Texas, hereinafter called Lessee, WITNESSETH:

2. That the Lessor has leased and by these presents does lease for the purpose of operating a concession therein, to the Lessee the concession room located in the City Coliseum located in Butler Park-East, in the City of Austin, Travis County, Texas.

3. The term of this lease shall be from May 1, 1950, through April 30, 1952.

4. In consideration of this lease, the Lessee agrees to pay to the Lessor as rental the sum of Four Thousand Twenty Two Dollars and Fifty Cents (\$4022.50) payable in twenty-four (24) equal installments, the first such installment being payable on the 1st day of May, 1950, and one such installment being due on the first day of each month thereafter to and including the 1st day of April, 1952. It is expressly stipulated that the consideration herein provided to be paid to Lessor by Lessee is rental paid for the use of the premises and for the concession

rights accompanying this lease, and does not create any interest in the Lessee's enterprise in favor of Lessor.

5. The Lessee agrees to quit and surrender the aforesaid premises at the expiration of the term of this lease in as good condition as reasonable wear and tear thereof will permit. The Lessee further authorized the Lessor, or its agents, to re-enter said premises if same become vacant during the term of this lease.

6. It is the purpose of this lease to grant to Lessee the concession rights in the City Coliseum above referred to subject to the further agreements and understandings as follows:

- A. The Lessee's concession shall be run in an efficient and orderly manner and to the entire satisfaction of the Lessor.
- B. The prices, quality of foods, conditions connected with the serving and handling of food, and all other relations of the Lessee with the public, shall be subject to the approval of the Lessor.
- C. The Lessee will be required to furnish equipment used in his operations, such as: kitchen equipment for serving of sandwiches, cabinet for dispensing ice cream, machine for making of pop corn, cooling equipment for dispensing of bottled drinks, cushions and check room service, and garbage receptacles.
- D. No alcoholic liquor, wine, beer or spirituous beverages of any kind shall be sold by the Lessee on the premises described herein.
- E. The Lessee shall not authorize or permit the installation of any amusement devices without the written consent of the Lessor.
- F. The Lessee shall not operate when the building is in use for a closed function.
- G. The Lessee will not be permitted to sell goods within the main building when the function is such that the selling of goods will disturb the spectators.
- H. The Lessee shall provide service for any group on all occasions where service is desired.
- I. The Lessee shall not operate the concession except when the building is otherwise open for use approved by Lessor.

7. It is further understood and agreed that the failure of the Lessee to comply with any of the terms herein provided shall authorize the Lessor, or its agents, at the Lessor's option, to cancel this lease and repossess the premises described herein. In the event any legal action is undertaken by the Lessor to collect the rental due hereunder, to collect any damages growing out of this

lease, or to in anyway enforce the provisions of this lease, ten per cent (10%) of the amount of such recovery shall be added to cover the expense of such action which ten percent (10%) shall be in addition to any court costs.

8. It is further agreed and understood that the Lessee accepts the responsibility for the proper care of all plumbing and wiring of every character on the leased premises and agrees to return same in good condition when vacating the premises; and the Lessee shall be responsible for the proper safeguarding of all plumbing and wiring fixtures and connections in the said leased premises and shall keep obstructions out of sewer connections thereon, but shall not be responsible for breakage due to ordinary wear and usage.

9. It is further understood and agreed that the Lessee, is and shall be, an independent contractor hereunder, and that in his use and enjoyment of the premises will indemnify and save harmless the Lessor from any and all claims or losses that may result to the Lessor from any negligence or misconduct on the part of the Lessee, his authorized agents or representatives, and shall in all ways hold the Lessor harmless from same.

10. Lessee agrees to file with the Lessor before the commencement of his operations under this lease a good and sufficient insurance policy in a form to be approved by the City Attorney, carried by a company authorized to do business in Texas. Such insurance policy shall be payable to the City Manager of the City of Austin and his successors in office for the use and benefit of the City of Austin and the public, and shall be in the limits of Five Thousand Dollars (\$5,000.00) for property damage and five thousand Dollars/Ten Thousand Dollars (\$5,000.00/\$10,000.00) for public liability; provided, however, that property owned by the Lessor shall not be covered by said property damage insurance.

IN TESTIMONY WHEREOF, the Lessor has caused these presents to be signed in duplicate by Guiton Morgan, City Manager, hereunto authorized, and its seal affixed thereto, attested by the City Clerk, and the Lessee hereunto subscribes his name in duplicate on this _____ day of _____, 1950.

CITY OF AUSTIN

By - _____
City Manager Lessor

ATTEST:

City Clerk

Victor H. Randolph"

Which motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilmen MacCorkle offered the following resolution and moved its adoption:

(RESOLUTION)

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

That Guiton Morgan, City Manager, be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with Victor H. Randolph, providing for a lease to the concession rights in Zilker Park and Deep Eddy, all in accordance with the terms and conditions of the certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

"THE STATE OF TEXAS }
 :
COUNTY OF TRAVIS }

1. This contract and agreement made and entered into by and between the City of Austin, a municipal corporation hereinafter called Lessor, and Victor H. Randolph, of Travis County, Texas, hereinafter called Lessee, WITNESSETH:

2. The Lessor has leased and by these presents does lease to the Lessee the following described property:

- a. Old Mill Concession building, located on the north bank of Zilker Springs Swimming Pool, situated in the Barton Springs portion of Zilker Park, in Austin, Travis County, Texas.
- b. Concession rights on the Athletic Field adjacent to the south side of Zilker Springs Swimming Pool.
- c. Concession stands in the Deep Eddy Swimming Pool Bath House located on those premises and parcels of land conveyed to Lessor by deed from Deep Eddy Bathing Beach Company, dated May 29, 1935, and recorded in the Travis County, Deed Records in Volume 522 at pages 132-133.

3. The term of this lease shall be from the date hereof to December 31, 1951.

4. In consideration of this lease the Lessee agrees to pay as rental the sum of Eleven Thousand Five Hundred Thirty-Seven Dollars (\$11,537.00) payable in twelve (12) equal installments, the first such installment to be paid on March 15, 1950, and one such installment to be paid on the 15th day of each of the months of April, May, June, July, and August, 1950, and of March, April, May, June, July and August, 1951, respectively. It is expressly understood and agreed that the consideration to be paid by Lessee is rental paid to Lessor by Lessee for the use of the described premises and for the concession rights herein conveyed, and does not create any interest in the enterprise to be operated by the Lessee in favor of Lessor.

5. The Lessee agrees to quit and surrender the aforesaid premises at the expiration of the term of this lease in as good condition as reasonable wear and tear thereof will permit, with the exception of any damage by the elements. The Lessee further authorizes the Lessor, or its agents, to re-enter said premises if same become vacant during the term of this lease.

6. It is the purpose of this lease to grant to the Lessee the concession rights of the premises described, subject to the further agreements and understandings as follows:

- a. That the Lessor shall have the right to rent additional concessions on the described premises for the 2nd, 3rd, 4th and 5th of July, and on Labor Day.
- b. All charges for utilities used by the Lessee, during the term of the lease, on the premises described in Paragraphs 1a and 1c above, shall be paid by Lessee.
- c. The Lessee's concessions shall be run in an efficient and orderly manner and to the entire satisfaction of the Lessor.
- d. The prices, quality of foods, conditions connected with the serving and handling of food, and all other relations of the Lessee with the public, shall be subject to the approval of the Lessor.
- e. The Lessee will be required to furnish equipment used in his operations, including equipment for serving of fountain drinks, kitchen equipment for serving of sandwiches, cabinet for dispensing ice cream, machine for making of pop corn, cooling equipment for dispensing of bottled drinks, and cash registers.
- f. No alcoholic liquor, wine, beer, or spirituous beverages of any kind shall be sold by the Lessee on the premises described herein.
- g. The Lessee shall not authorize or permit the installation of any amusement devices without the written consent of the Lessor.
- h. Due to the danger of broken glass on the premises and around the swimming pools described herein, no bottled drinks shall be sold by Lessee. It shall be permissible, however, for the Lessee to sell the contents of bottled drinks by dispensing same in paper cups. The prohibition against the sale of bottled drinks as provided in this sub-paragraph will not apply on the 2nd, 3rd, 4th or 5th of July or on Labor Day.
- i. The Lessor shall not prohibit private groups from making their own contracts to purchase food and drinks from caterers or bottling companies, nor to prohibit such private groups from selling food and drinks to the members of their own groups.

7. It is further understood and agreed that the failure of the Lessee to comply with any of the terms herein provided shall authorize the Lessor, or its

agents, at the Lessor's option, to cancel this lease and repossess the premises described herein. In the event any legal action is undertaken by the Lessor to collect the rental due hereunder, to collect any damages growing out of this lease, or to in any way enforce the provisions of this lease, ten percent (10%) of the amount of such recovery shall be added to cover the expense of such action, which ten percent (10%) shall be in addition to any court costs.

8. It is further agreed and understood that the Lessee accepts the responsibility for the proper care of all plumbing and wiring of every character on the premises described in Paragraph 1a, 1c, and agrees to return same in good condition when vacating the premises; and the Lessee shall be responsible for the proper safeguarding of all plumbing and wiring fixtures and connections in the said premises, and shall keep obstructions out of sewer connections, thereon, but shall not be responsible for breakage due to ordinary wear and usage.

9. It is further understood and agreed that the Lessee is, and shall be, an independent contractor hereunder, and that in his use and enjoyment of the premises will indemnify and save harmless the Lessor from any and all claims or losses that may result to the Lessor from any negligence or misconduct on the part of the Lessee, its authorized agents or representatives, and shall in all ways hold the Lessor harmless from same.

10. Lessee agrees to file with the Lessor before the commencement of his operations under this lease a good and sufficient insurance policy in a form to be approved by the City Attorney, carried by a company authorized to do business in Texas. Such insurance policy shall be payable to the City Manager of Austin and his successors in office for the use and benefit of the City of Austin and the public, and shall be in the limits of Five Thousand Dollars (\$5,000.00) for property damage and Five Thousand Dollars/Ten Thousand Dollars (\$5,000.00/\$10,000.00) for public liability; provided, however, that property owned by the Lessor shall not be covered by said property damage insurance.

IN TESTIMONY WHEREOF, the Lessor has caused these presents to be signed in duplicate by Guiton Morgan, City Manager, hereunto authorized, and its seal affixed thereto, attested by the City Clerk, and the Lessee hereunto subscribes his name in duplicate on this _____ day of _____, 1950.

CITY OF AUSTIN

By - _____
City Manager Lessor

ATTEST:

City Clerk

Victor H. Randolph, Lessee"

Which motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Mayor Glass introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ENTITLED: "AN ORDINANCE REGULATING TRAFFIC UPON THE PUBLIC STREETS OF THE CITY OF AUSTIN; PRESCRIBING PENALTIES FOR THE VIOLATION OF SAME; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY," WHICH ORDINANCE WAS PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN MAY 6, 1937, AND IS RECORDED IN BOOK "K", PAGES 159-179, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING SECTION 12(b) OF ARTICLE III RELATING TO STOP SIGN LOCATIONS; AND SECTION 22(e) OF ARTICLE IV RELATING TO ONE-HOUR PARKING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

The ordinance was read the first time, and Councilman Long moved that the rule be suspended and the ordinance passed to its second reading. The motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the second time, and Councilman Long moved that the rule be suspended, and the ordinance passed to its third reading. The motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The ordinance was read the third time, and Councilman Long moved that the ordinance be finally passed. The motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

The Mayor then announced that the ordinance had been finally passed.

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Southern Union Gas 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 Southern Union Gas 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 EXPOSITION BOULEVARD, from a point 270 feet south of Westover Road northerly 365 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said EXPOSITION BOULEVARD.

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

(2) A gas main in WESTOVER ROAD, from Exposition Boulevard easterly 2040 feet, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said WESTOVER ROAD.

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

(3) A gas main in SABINE STREET, from East 10th Street northerly 108 feet, the centerline of which gas main shall be 23 feet west of and parallel to the east property line of said SABINE STREET.

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

(4) A gas main in EAST 9TH STREET, from Chalmers Avenue westerly 109 feet, the centerline of which gas main shall be 11.5 feet south of and parallel to the north property line of said EAST 9TH STREET.

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

(5) A gas main in EMERSON STREET, from a point 64 feet north of East 19th Street, southerly 54 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said EMERSON STREET.

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

(6) A gas main in EAST 50TH STREET, from a point 108 feet west of Eilers Avenue westerly 55 feet, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said EAST 50TH STREET.

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

(7) A gas main in EAST 3RD STREET, from a point 84 feet west of Linden Street easterly 54 feet, the centerline of which gas main shall be 12.5 feet south of and parallel to the north property line of said EAST 3RD STREET.

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

The Southern Union Gas 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 Southern Union Gas 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 Department of Public Works not less than three (3) days before such information is required. The Southern Union Gas 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 franchises granted to said company by the City of Austin.

Which motion, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Johnson 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 enter into a contract on behalf of the City of Austin with Paul O. Simms, for the laying of certain sanitary sewer mains, pipes and appurtenances in Barton Heights "B" Annex, in accordance with the terms and provisions of a certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

"THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

This contract made and entered into by and between the City of Austin a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and Paul O. Simms, of Travis County, State of 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 certain sanitary sewer mains, other pipes and appurtenances in Barton Heights B. Annex on the streets and at the locations described as follows:

In Collier Street from Garner Avenue to Bluebonnet Lane,
a distance of approximately 915 feet;

In Garner Avenue from Collier Street north approximately
a distance of 200 feet;

In Oxford Avenue from Collier Street north a distance of
approximately 204 feet.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Thirty-Three Hundred and Fifty-Five Dollars (\$3,355.00) when completed; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefit of the Customer in order to furnish sewer service to him, agrees to deposit the sum of Thirty-Three Hundred and Fifty-five Dollars (\$3,355.00) with the City of Austin prior to commencement of the work.

III.

Within a reasonable time after deposit of the sum or sums of money as provided in Paragraph II, the City of Austin agrees to commence construction of the utility improvements described in Paragraph I and to prosecute said work in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters and events over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

IV.

The deposit provided for in Paragraph II is an estimate only of the cost of constructing the utility improvements described in Paragraph I; and it is agreed that if the actual cost of such work is less than the amount deposited by the Customer, the City of Austin after the work is completed, will refund to the Customer the difference between the actual cost and the estimated cost of such work, but if the actual cost of such work shall exceed the amount of said deposit, the Customer agrees upon notice from the City immediately to deposit an additional sum to make up the difference between the estimated cost and the actual cost of the work.

V.

Immediately after completion of the utility improvements described in Paragraph I, the City of Austin will furnish to the Customer a statement of such costs, together with the date of completion of the work; and the City of Austin is hereby authorized, through its officers or agents, to note on this contract the

correct figure stating the actual cost of such work and the date of completion.

VI.

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

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial and industrial uses to customers having a direct connection with the sewer mains, described above for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceding calendar year from the service and sale of water from said water lines for usual, customary, and normal domestic, commercial and industrial uses to customers having a direct connection with said sewer mains, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), 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 the expiration of said ten (10) year period the principal sum of such cost has been repaid, further payment shall cease.

VII.

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

VIII.

It is agreed that this contract is made with reference to the existing charter and ordinances of the City of Austin and 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.

IX.

It is agreed that the City of Austin may at its option retain any part or all of the deposit made by the Customer in compliance with Paragraphs II and IV of this contract and refuse to make the payments and refunds provided for in Paragraphs IV and VI of this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed on the City regulating the platting, planning, and development of subdivisions within the City of Austin.

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 Paul O. Simms has executed this the _____ day of March, 1950.

CITY OF AUSTIN

BY Guilton Morgan, City ManagerBy Paul O. Simms

ATTEST:

City Clerk

APPROVED:

Director of UtilitiesDirector of Public WorksCity Attorney

ENTERED UPON AUTHORITY OF PARAGRAPH V:

Actual cost of construction: \$
Date of completion of work:

CITY OF AUSTIN

BY: "

Which motion, duly seconded by Councilman Drake, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

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

That the final plat of the subdivision known as the "A. D. Stenger Addition" approved by the City Plan Commission of the City of Austin on December 8, 1949, be and the same is hereby accepted and authorized to be filed of record in the office of the County Clerk of Travis County, Texas, in accordance with the pro-

visions of the laws of the State of Texas, and the ordinances of the City of Austin, and that this action of the City Council be indicated by appropriate notation, signed by the Mayor, on the original plat of said subdivision prior to its recording in the Plat Records of Travis County, Texas.

Which motion, duly seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Noes: None

There being no further business, the Council adjourned subject to call of the Mayor, at 2:20 P.M.

APPROVED:


Mayor

ATTEST:


City Clerk