

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

June 1, 1950
10:00 A.M.

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

Present also: Walter E. Seaholm, City Manager; Trueman E. O'Quinn, City Attorney; Noble E. Latson, Assistant Director of Public Works; Beverly Sheffield, Director of Recreation.

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.

The Oath of Office was then administered by City Attorney O'Quinn to the City Manager elect, MR. WALTER E. SEAHOLM. Mr. Seaholm gave a brief statement that it would be his earnest endeavor to do the best that he could and at all times would be at the citizens' service. MR. M. H. CROCKETT, in behalf of the citizens, commended Mr. Seaholm on his efficiency and courtesy.

MRS. HOMER GARRISON, JR., appeared before the Council asking immediate spraying of the City in the interest of preventing an outbreak of polio. The City Manager read a report of the number of blocks sprayed each week, and stated extensive spraying had already begun, and the spray was improved to where it would also kill the flies.

DR. EVERETT GIVENS congratulated the City Manager, and then listed the following needs of east Austin:

1. Lights at the north end of the Ball Field.
2. Electric drinking fountains in Rosewood and Doris Miller Auditorium.
3. Sign on the outside of the Auditorium to correct the name from "Dorie" to "Doris" Miller.
4. Better streets throughout East Austin generally.
5. Accoustical treatment for the Auditorium as was done in the Coliseum, and some little paint repairing.
6. Traffic light at 12th and Chicon
7. Signal light at 12th and Airport Boulevard.

It was stated plans had been made to install the fibre glass in the Auditorium for the accoustical treatment, and that fans were to be installed. Councilman Long moved that the City proceed with the accoustical treatment of the Doris Miller Auditorium; and then when the fans were installed, that the little paint jobs be done. Councilman Johnson seconded the motion, and it carried by the following vote:

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

It was also stated that the signs could be put up changing the name of the Auditorium from "Dorie Miller" to "Doris Miller".

An ordinance regulating the taxicab industry in the City of Austin as introduced May 18, 1950, was laid before the Council by the Mayor for further consideration. After hearing and lengthy discussion, the City Council unanimously adopted the following amendments and directed that all amendments be incorporated in the final draft of the ordinance before final passage:

Amendment No. 1: After incorporation of all amendments of substance, section numbers of the ordinance shall be changed so that the ordinance will consist of 80 sections, numbered 1 through 80, both inclusive.

Amendment No. 2: Amend Section 3 of the final draft by deleting the words "first day of April" wherever appearing in Section 3 and substituting in lieu thereof the words "twentieth day of May".

Amendment No. 3: Amend Section 4 of the final draft so that subparagraph (4) shall read hereafter as follows:

"(4) The number of vehicles proposed to be operated by the applicant as the owner, as defined by this Ordinance, (but not to exceed the number of duly licensed taxicabs operating from applicants terminal on May 20, 1950,"

and by striking in subparagraph (7) the word and figures "April 1" and substituting in lieu thereof the word and figures "May 20".

Amendment No. 4: Amend Section 19 in the final draft so that subparagraph (4) of Section 19 shall read hereafter as follows:

"(4) That the franchise will be subject to forfeiture and cancellation upon conviction for violations of this Ordinance or upon proper showing that the franchise holder has substantially breached the terms of the franchise."

Amendment No. 5: Amend Section 22 of the final draft so that Section 22 shall hereafter read as follows:

"Section 22. Every such performance bond shall be in an amount fixed by the following schedule:

(1) If the franchise holder is authorized to operate five (5) taxicabs, or less, the bond shall be in the sum of \$1,000.00;

(2) If the franchise holder is authorized to operate more than five (5) taxicabs and not more than ten (10) taxicabs, the bond shall be in the sum of \$2,000.00;

(3) If the franchise holder is authorized to operate more than ten (10) taxicabs and not more than fifteen (15) taxicabs, the bond shall be in the sum of \$3,000.00;

(4) If the franchise holder is authorized to operate more than fifteen (15) taxicabs and not more than twenty-five (25) taxicabs, the bond shall be in the sum of \$4,000.00;

(5) If the franchise holder is authorized to operate more than twenty-five (25) taxicabs and not more than fifty (50) taxicabs, the bond shall be in the sum of \$5,000.00;

(6) If the franchise holder is authorized to operate more than fifty (50) taxicabs and not more than one hundred (100) taxicabs, the bond shall be in the sum of \$7,500.00; and

(7) If the franchise holder is authorized to operate more than one hundred (100) taxicabs, the bond shall be in the sum of \$10,000.00."

Amendment No. 6: Amend Section 23 of the final draft by adding at the end of Section 23 the following: "Such policy shall inure to the benefit of any person who shall be injured or who shall sustain damage to property proximately caused by the negligence of a franchise holder, his servants, or agents. The insurer shall be obligated to pay all final judgments which may be rendered in behalf of the public for loss or damage resulting to persons or property from the negligent operation of any such taxicab."

Amendment No. 7: Amend Section 24 by providing minimum amounts of public liability as follows:

"For damages arising out of bodily injury to, or death of, one (1) person in any one accident \$ 5,000.00

"For damages arising out of bodily injury to, or death of, two (2) or more persons in any one accident. \$10,000.00"

Amendment No. 8: Amend Section 26 of the final draft so that Section 26 shall read hereafter as follows:

"Section 26. Every performance bond required by this Ordinance shall provide, and every insurance policy required under this Ordinance shall contain an endorsement, that termination of the obligations of such bond and cancellation of such insurance policy shall not become effective before five (5) days after notice in writing to the City of Austin of such termination or cancellation. Every bond, and from and after September 30, 1951, every policy of insurance, shall run concurrently with the life of the franchise held by the person so bonded and insured. All policies of insurance shall contain a provision for continuing liability thereon up to the full amount thereof, notwithstanding any recovery thereon."

Amendment No. 9. Amend Section 27 by adding at the end of Section 27 the following:

"Every call box stand established under provisions of this Ordinance shall be so designated by written resolution duly adopted by the City Council."

Amendment No. 10. Amend Section 29 of the final draft by deleting therefrom the words and figures "twenty five (25)" and substituting in lieu thereof the words and figures "thirty (30)".

Amendment No. 11. Amend Section 31 of the final draft by adding at the end of Section 31 the following:

"Every public cab stand established under provisions of this Ordinance shall be so designated and the number of spaces for each such stand shall be approved by written resolution duly adopted by the City Council."

Amendment No. 12. Amend Section 34 by deleting from Section 34 the following words and figures:

"For the first one mile or fraction thereof for not more than two (2) persons - \$0.35"

and substituting in lieu thereof the following words and figures:

"For the first one and one-half ($1\frac{1}{2}$) miles or fraction thereof for not more than two (2) persons - \$0.45"

Amendment No. 13. Amend Section 36 so that sub-paragraph (b) shall read hereafter as follows:

"(b) Provided, however, that for transportation of passengers to and from the Austin Municipal Airport (Robert Mueller Airport), as a service directly connected with travel by air, any holder of a franchise may put into service (under contract with one or more airlines companies, duly certificated by the Civil Aeronautics, and operating regularly scheduled passenger services in and out of said Airport) vehicles not equipped with taximeter, such vehicles to be used for such service exclusively between the Airport and principal hotels and downtown airlines ticket office, and plainly marked on the sides thereof: "FOR AIRPORT SERVICE ONLY"; and fares may be charged under any such contract or agreement which are less than, but not in excess of, rates and fares prescribed under Article VIII of this Ordinance; provided, further, that evidence of the existence of any such contract or agreement, together with a verified statement of the rates charged, shall be filed with the Chief of Police jointly by the companies furnishing such vehicular passenger service and the airlines companies contracting for such service; PROVIDED, further, that nothing in this section shall in any way preclude or prevent the operator or driver of any taxicab from transporting passengers to and from the Austin Municipal Airport in a taxicab equipped with a taximeter, at the rates and fares prescribed under Article VIII of this Ordinance. The City Manager is hereby authorized to establish or cause to be established designated and marked parking spaces at the Municipal Airport for "Airport Service" vehicles and separate spaces for all other taxicab services, both such types of space to be located for the primary convenience and benefit of the public traveling by air and using such airport facilities."

Amendment No. 14. Amend Section 37 of the final draft by adding in subparagraph (b) of Section 37 after the figure and words "(1) Total miles" the following: "(unless shown by accurate registration on speedometer, tested and in good working order, on the taxicab)".

Amendment No. 15. Amend Section 38 so that subparagraph (e) of Section 38 shall read hereafter as follows:

"(e) If demanded by any passenger, the driver in charge of a taxicab shall deliver to the person paying for the hiring of the same at the time of such payment a receipt therefor in legible type or writing, either by mechanically printed receipt or by specially prepared receipt, containing the name of the owner of the taxicab, the taxicab number, the taximeter number, and any items for which a charge is made, the total amount paid, and the date of payment;"

Amendment No. 16. Amend Section 47 of the final draft so that the last sentence of Subparagraph (b) shall read hereafter as follows:

"Every such report shall be supported by daily and weekly records, drivers' manifests, and other data, if required by the Finance Director, which records and manifests, after inspection and auditing, may be returned by the Finance Director to the franchise holder so reporting."

Amendment No. 17. Amend Section 47 so that subparagraph (e) shall read

services in the City of Austin, and such other subjects as will train and instruct the drivers in the performance of safe and efficient services as operators of public conveyances for hire. It shall be unlawful for the holder of a franchise knowingly to prevent any driver from taking such in-service training or in any manner to penalize any driver because of taking such training and instruction. It shall be unlawful for any driver willfully to fail, neglect, or refuse to take such training and instruction, and such failure, neglect, or refusal shall be grounds for refusing to renew such driver's registration under this Ordinance. The chief of Police shall cause courses of training and instruction to be prepared from time to time, and shall arrange dates and places of training and instruction periodically in cooperation with the holders of franchises, to the end that such training and instruction may be given all drivers at times and places convenient to and consistent with an uninterrupted taxicab service to the public. Notice of dates and places of training and instruction shall be announced at least five (5) days prior to the conducting of such training and giving such instruction."

Amendment No. 23. Amend Section 76 by inserting in the first sentence of Section 76 after the words "in the City of Austin" and immediately preceding the words: "shall remain in full force and effect" the following words: "at the time of final passage of this Ordinance."

With these amendments in mind, the Mayor then brought the following ordinance up for its second reading:

AN ORDINANCE REGULATING TAXICAB SERVICES IN THE CITY OF AUSTIN AND PRESCRIBING RULES AND STANDARDS FOR THE OPERATION AND CONTROL OF SUCH SERVICES IN THE PUBLIC INTEREST; PROVIDING FOR THE GRANTING OF FRANCHISES FOR TAXICAB SERVICES AND CREATING THE TAXICAB FRANCHISE COMMISSION; REQUIRING REGISTRATION OF ALL DRIVERS OF TAXICABS; REQUIRING THE INSTALLATION OF TAXIMETERS ON ALL TAXICABS AND FIXING MAXIMUM FARES; PROVIDING FOR ADMINISTRATION AND ENFORCEMENT OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVING CLAUSE; PRESCRIBING PENALTIES FOR VIOLATION OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

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

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

Councilman MacCorkle moved that when the ordinance is finally passed that it be printed in pamphlet form, the details to be worked out by the City Manager. The motion, seconded by Councilman Johnson, carried by the following vote:

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

Councilman Long moved that the City Manager appoint the three persons in the cab inspection department immediately to set up the machinery and start work on the enforcement; and that the cab stands be designated as soon as possible and practical. The motion, seconded by Councilman Johnson, carried by the following vote:

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

MR. BEN H. POWELL, JR., representing the petitioners asking the Council to rescind its action on granting MRS. KATHRYN JACKSON a permit for a Clinic at 903 West Avenue, came before the Council stating the petitioners did not feel that this was a clinic but a business. MRS. KATHRYN JACKSON stated it was classified as a clinic by insurance companies, and that it was for relaxation and health. The City Attorney, in a memorandum, stated he did not believe a Stauffer system would come within the provisions of the Zoning Ordinance allowing "clinics" to be conducted in "B" residence upon permit from the Council and that the permit granted was erroneously granted and should be revoked to conform to provisions of the Zoning Ordinance. There was a detailed discussion as to

definition of clinics and whether or not other clinics had been granted, where they would not fall under that definition. Councilman Johnson moved that the Council uphold its decision made May 18. The motion died for lack of motion. There was no motion to rescind the action. The Mayor informed MRS. JACKSON that she was granted a permit on May 18 and it still held good. The Mayor suggested that a "clinic" should be defined, and that people in the community should be put on notice that a clinic was being requested. MRS. JACKSON was advised that any signs she would display would be governed by ordinance.

The City Manager submitted the following recommendation from the Director of Recreation, dated May 24, 1950.

"Attached you will find recommendations on the expenditures of our available bond funds. I would like to have this program generally approved so we can begin making these improvements. The people in Govalle are anxious to see some improvements on their park and I hope to start on these immediately.

"PROPOSED RECREATIONAL IMPROVEMENTS FROM AVAILABLE BOND FUNDS

Govalle Playground		
Shelter house	\$6,500.00	
Lighted softball field	3,000.00	
Lighted play area	500.00	\$10,000.00
Ramsey Playground		
Shelter house	6,500.00	
Lighted tennis courts	500.00	7,000.00
Westenfield Playground		
Lighted games area	500.00	500.00
Zaragosa Park		
Lighted softball field	5,200.00	5,200.00
Metz Playground		
Concrete tennis court	2,900.00	2,900.00
West Austin Playground		
Revamp lighted softball field	800.00	800.00
East Woods Playground		
Lighting the entrance	300.00	300.00
Wilshire Woods Playground		
General Improvements	5,000.00	5,000.00

Playground equipment

Concrete ping-pong tables		\$ 600.00	
(8 @ \$75.00 each)			
Slides	14 @ \$162.00 ea.	2,268.00	
Baby swings	5 @ 95.00 ea.	475.00	
Big swings	3 @ 150.00 ea.	450.00	
Merry-go-round	14 @ 140.00 ea.	1,960.00	
Jungle Gym	9 @ 162.00 ea.	1,458.00	
			\$ 7,211.00

Rosewood Park

Revamp lighted athletic field	7,500.00	
Fence swimming pool	1,200.00	
Tiny-tot play yard	400.00	
		9,100.00

Butler Softball Stadium

7,000.00	7,000.00
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Coliseum

Accoustics	15,000.00	
Portable floor	10,000.00	
Portable stage	5,000.00	
		<u>30,000.00</u>

GRAND TOTAL

<u>85,011.00</u>

Councilman Johnson moved that these recommendations for expenditures from the available bonds funds be approved so that work could commence as soon as possible on some of the projects. The motion, seconded by Councilman Long, carried by the following vote:

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

The Council received the following certificate and ordered it copied in the Minutes and filed.

"STATE OF TEXAS {
COUNTY OF TRAVIS {
CITY OF AUSTIN {

This is to certify that I have, on this 9th day of March, 1950, as directed by a Resolution passed by the City Council of the City of Austin, Texas, and in the presence of the undersigned attesting witnesses caused the following numbered and otherwise described cancelled bonds to be destroyed by cremation in the City Incinerator, together with sundry cancelled coupons paid by the City of Austin, Texas, on its bonded debt.

YEAR	DESCRIPTION	BONDS		AMOUNT	INTEREST		TOTAL
		NUMBER	INCL.		COUPONS		
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
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

BONDS					
YEAR	DESCRIPTION	NUMBER BOTH INCL.	AMOUNT	INTEREST COUPONS	TOTAL
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
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

BONDS					
<u>Year</u>	<u>DESCRIPTION</u>	<u>NUMBER BOTH INC.</u>	<u>AMOUNT</u>	<u>INTEREST COUPONS</u>	<u>TOTAL</u>
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
				<u>\$433,500.00</u>	<u>\$329,128.37</u>
				<u>\$762,628.37</u>	

(S) Guiton Morgan
City Manager
City of Austin

WITNESSES

(S) Stuart A. MacCorkle
(S) J. D. Huffman, Jr.

The City Manager was requested to arrange a meeting with the Zoning Board at 4:00 P.M. Wednesday, June 7th, to discuss the proposed zoning ordinance amendments.

Councilman Drake excused himself from the Council meeting at this time.

The Mayor introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, JULY 17, 1941, AND RECORDED IN ORDINANCE BOOK "L", PAGES 152-174, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, WHICH ORDINANCE WAS AMENDATORY OF THAT CERTAIN

ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN PASSED BY THE CITY COUNCIL APRIL 23, 1931, AND RECORDED IN BOOK "I", PAGES 301-318, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, THE AMENDATORY ORDINANCE HEREBY CHANGING THE USE DESIGNATION FROM "A" RESIDENCE DISTRICT AND FIRST HEIGHT AND AREA DISTRICT TO "B" RESIDENCE DISTRICT AND SECOND HEIGHT AND AREA DISTRICT ON ALL PROPERTY NOW ZONED "A" RESIDENCE DISTRICT AND "B-1" RESIDENCE DISTRICT IN THE AREA BOUNDED ON THE SOUTH BY WEST 25TH STREET, ON THE WEST BY LEON STREET AND LAMAR BOULEVARD, AND ON THE NORTH BY WEST 28TH STREET, AND ON THE EAST BY NUECES STREET, EXCEPT THE PARK PROPERTY OF THE CITY OF AUSTIN CONTIGUOUS TO LAMAR BOULEVARD FROM LEON STREET EAST AND NORTH TO A PROLONGATION OF WEST 28TH STREET; SAID PROPERTY BEING IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; ORDERING A CHANGE IN THE USE MAPS SO AS TO RECORD THE CHANGES HEREBY ORDERED; AND SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS.

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 Johnson, carried by the following vote:

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

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 Johnson, carried by the following vote:

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

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

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

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

Councilman Johnson moved that TRAVIS POST NO. 76, AMERICAN LEGION be granted permission to hold its annual July 4th celebration in Zilker Park, in accordance with its request to the City Manager, dated May 31, 1950. The motion, seconded by Councilman Long, carried by the following vote:

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

Councilman Johnson 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 HILLVIEW ROAD, from a point 142 feet south of Warren Street southerly 109 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said HILLVIEW ROAD.

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

(2) A gas main in MARIPOSA DRIVE, from Kenwood Avenue easterly 161 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said MARIPOSA DRIVE.

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

(3) A gas main in CLAYTON LANE, from a point 465 feet east of Sheridan Avenue westerly 784 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said CLAYTON LANE.

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

(4) A gas main in SHERIDAN AVENUE, from Clayton Lane northerly 734 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said SHERIDAN AVENUE.

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

(5) A gas main in ROSEMONT STREET, from Sheridan Avenue westerly 308 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said ROSEMONT STREET.

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

(6) A gas main in BROADVIEW STREET, from Sheridan Avenue westerly 300 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet south of and parallel to the north property line of said BROADVIEW STREET.

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

(7) A gas main in OLD BURNET ROAD, from Payne Avenue southerly 273 feet, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said OLD BURNET ROAD.

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

(8) A gas main across Burnet Highway at a point 7 feet south of the intersection of the west line of the Old Burnet Road with the east line of the Burnet Highway.

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

(9) A gas main in BURNET HIGHWAY, from the Old Burnet Road northerly 194 feet, the centerline of which gas main shall be 7 feet east of and parallel to the west property line of said BURNET HIGHWAY.

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 Long, carried by the following vote:

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

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Leslie Crockett is the Contractor for the alteration of a building located at 517-19 Congress Avenue and desires a portion of the sidewalk and street space abutting the north 1/2 of Lot 4 and the south 40 feet of Lot 5, Block 56, of the Original City of Austin, Travis County, Texas, during the alteration 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 Leslie Crockett, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the northwest corner of the above described property; thence in a westerly direction and at right angles to the centerline of Congress Avenue to a point 8 feet west of the east curb line; thence in a southerly direction and parallel to the centerline of Congress Avenue approximately 63 feet to a point; thence in an easterly direction and at right angles to the centerline of Congress Avenue to the southwest corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said Leslie Crockett, hereinafter termed "Contractor", upon the following express terms and conditions:

(1). That the Contractor shall erect and maintain continuously in good condition during the use of said space hereby allotted a substantial walkway at least 4 feet wide in the clear on the inside and at least 8 feet high, the same to be covered solidly on the street side with boards to a height of 4 feet above pavement and on the building side to be covered solidly with boards to a height of 8 feet. The top of the walkway shall be covered solidly with boards at least 2 inches thick, which shall be supported at intervals sufficiently close to prevent sagging of the roofing boards. The roof of said walkway shall be covered with a roofing material which will prevent leaking of the roof and provide a dry walkway at all times. No wood strips or obstructions of any kind shall be permitted 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 sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than August 1, 1950.

(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 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 projects, 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 (\$5,000.00), which shall protect, indemnify and hold harmless the City of Austin from any claims or 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, duly seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Glass

Noes: None

Absent: Councilman Drake

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 "Claircrest Addition, Section 1," approved by the City Plan Commission of the City of Austin on March 9, 1950, 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 provisions 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 MacCorkle, carried by the following vote:

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

Councilman Long 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 Austin Acceptance Corporation, for the laying of certain water mains and other pipes in Claircrest Addition, Section 1, 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.

(Copy 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 Austin Acceptance Corporation, a corporation created under the laws of the State of Texas, hereinafter called "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 in Claircrest Addition, Section No. 1, on the streets and at the locations described as follows:

Six-inch (6") cast iron water mains in Clayton Lane - Cameron Road to 10' West of east property line of lot #1, block B, a distance of approximately 1160'.

Six-inch (6") cast iron water mains in Sheridan Avenue - Clayton Lane to 10' North of south property line of lot #12, Block A, a distance of approximately 700'.

Six-inch (6") cast iron water mains in Broadview Avenue - Sheridan Avenue to 10' West of east property line of lot #10, block C, a distance of approximately 240'.

Two-inch (2") cast iron water mains in Rosemont Avenue - Sheridan Avenue to 10' West of east property line of lot #10, block B, a distance of approximately 240'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Five Thousand nine hundred eighty Dollars and twenty-four cents (\$5,980.24) when completed, of which cost the sum of Five Thousand nine hundred eighty Dollars and twenty-four cents (\$5,980.24) is estimated to be the cost of the water lines and the customer in consideration of the foregoing obligations to the City, which are assumed for the benefits of The Customer in order to furnish water service to him, agrees to deposit the sum of Five Thousand nine hundred eighty Dollars and twenty-four cents (\$5,980.24) 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 workman like 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 water 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 water 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 of this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed on the City of Austin 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 Austin Acceptance Corporation has caused this instrument to be executed in duplicate by Carl M. Smith, its President,

and attested by its Secretary, this the ____ day of _____, 1950.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk

AUSTIN ACCEPTANCE CORPORATION

ATTEST:

Secretary

By _____
President

APPROVED:

Director of Public Utilities

Director of Public Works

City 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 MacCorkle, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Glass

Noes: None

Absent: Councilman Drake

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves the erection of a private boat dock on the property owned by Daniel E. Grieder as described in the Travis County Deed Records, on the shore of Lake Austin, and hereby authorizes the said Daniel E. Grieder to construct, maintain and operate this private boat dock subject to same being constructed in compliance with all the ordinances relating thereto and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the erection of this private boat dock after full compliance with all the provisions of this resolution. Said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper,

present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, fire and health regulations and the right of revocation is retained, if after hearing, it is found by the City Council that the said Daniel E. Grieder has failed and refused and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Recommendation attached)

June 1, 1950

Mr. Guiton Morgan
City Manager
Austin, Texas

Dear Sir:

I, the undersigned, have reviewed the plans and have considered the application of Daniel E. Grieder, owner of a piece of property abutting Lake Austin and listed in the Travis County Deed Records, for permission to construct and maintain a private boat dock projecting approximately 50 feet out into Lake Austin. This property is located on the west side of Lake Austin opposite Mount Bonnell.

I recommend that Daniel E. Grieder be granted permission to construct and maintain said private boat dock subject to the following conditions:

- (1). That nothing but creosoted or cedar piles and heavy iron bolts or concrete be used in the construction of this pier, dock or wharf.
- (2). That no business, such as a restaurant, dance hall, concession stand, or any other enterprise for the sale of goods, wares and merchandise, except marine supplies and tackle, and no living quarters of any character, shall be erected on any pier, dock, wharf, float, island, piling or other structure extending into or above Lake Austin.
- (3). That no structure shall extend into Lake Austin more than fifty (50) feet beyond normal high water or more than one-third the distance from shore to shore at point where structure is located, and not nearer than ten (10) feet to the side property or lease line.
- (4). That every structure shall be equipped with proper lights which show all around the horizon for night use and shall be equipped with flags or other warnings for daylight use.

Respectfully submitted,

(Sgd) J. C. Eckert
Building Inspector

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

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

Councilman Long 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 AMENDING SECTIONS 22(e), 23(b) AND 23(d), OF ARTICLE IV, RELATING TO ONE HOUR PARKING LOCATIONS, PASSENGER ZONE LOCATIONS AND LOADING ZONE LOCATIONS, RESPECTIVELY; 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 Johnson, carried by the following vote:

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

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 Johnson, carried by the following vote:

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

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

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

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

Councilman Johnson introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ESTABLISHING PARKING METER ZONES IN THE CITY OF AUSTIN; AND PROVIDING FOR THE REGULATION OF TRAFFIC THEREBY, WHICH ORDINANCE WAS PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN AUGUST 19, 1937, AND IS RECORDED IN BOOK "K", PAGES 281-286, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING SECTION 2 OF SAID ORDINANCE RELATING TO PARKING METER ZONES; REPEALING ALL

ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT
HEREWITH; AND DECLARING AN EMERGENCY.

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 Johnson, Long, MacCorkle, Mayor Glass
Noes: None
Absent: Councilman Drake

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 Johnson, Long, MacCorkle, Mayor Glass
Noes: None
Absent: Councilman Drake

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

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

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:

That the City Manager be and he is hereby authorized and directed to negotiate with and obtain from the owner an option for the purchase by the City of Lot 15, Block C, in Highland Park West in the City of Austin, which property is to be acquired for the purpose of extending Fairview Drive from Perry Lane to the north boundary of the United States Government Tract adjoining Highland Park West.

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Glass
Noes: None
Absent: 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 Taylor Glass, Mayor of the City of Austin, be and he is hereby authorized and directed to execute in behalf of the City of Austin a contract with Mutual Savings Institution and John C. Aycock and wife, Dorothy Wills Aycock, providing for an exchange of land resulting in the acquisition by the City of Austin of Lots 7 and 8, Block 98, of the Original City of Austin in even exchange for the conveyance of all of Block 61 in the Original City of Austin, a copy of which contract is attached hereto and made a part hereof.

(Contract attached)

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

This CONTRACT made and entered into by and between Mutual Savings Institution, a corporation created under the laws of the State of Texas, acting herein by and through Fred C. Morse, its President, hereunto duly authorized, John C. Aycock and wife, Dorothy Wills Aycock, of Travis County, Texas, and the City of Austin, a municipal corporation, situated in Travis County, Texas, acting herein by and through Taylor Glass, its Mayor, hereunto duly authorized, witnesseth:

I.

For and in consideration of the agreements on the part of John C. Aycock and wife, and of the City of Austin, hereinafter set forth, Mutual Savings Institution, as the present owner thereof, agrees to sell and convey by general warranty deed to John C. Aycock and wife, the following described property situated in the City of Austin in Travis County, Texas:

All of Lots 7 and 8 in Block 98 of the Original City of Austin, such lots being located at 9th and Colorado Streets in the City of Austin, fronting 92 feet on Colorado Street and running back along 9th Street 160 feet to the alley, such property being all of the west one-half of Block 98 not now owned by the City of Austin.

II.

In consideration of such conveyance and on the condition that City of Austin will accept the conveyance to it of the property described in Paragraph I hereof, as hereinafter provided, John C. Aycock and wife, Dorothy Wills Aycock, agree to pay to Mutual Savings Institution the sum of \$60,000.00 in cash, and as the present owners thereof, to convey by general warranty deed to the said Mutual Savings Institution the following described part of Block No. 123 in the Original City of Austin in Travis County, Texas:

Beginning at the intersection of the South line of the alley which runs East and West through said Block No. 123 with the East line of Congress Avenue, a public street in the said City of Austin; thence South 19° West with the East line of Congress Avenue, 44 feet to the Southwest corner of the tract of land hereby conveyed; thence South 71°09' East 160 feet to the West line of the alley which runs North and South through the South 1/2 of said Block No. 123, to the

Southeast corner of the tract of land hereby conveyed; thence North 19° East with the West line of said alley which runs North and South through the South 1/2 of said Block No. 123, 44 feet to the point of intersection between the West line of said alley which runs North and South through the South 1/2 of said Block No. 123, and the South line of said alley which runs East and West through said Block No. 123, for the Northeast corner of the tract of land hereby conveyed; thence North 71°09' West with the South line of said alley which runs East and West through said Block No. 123, 160 feet to the place of beginning.

III.

Upon the conveyance by them of the property described in Paragraph I hereof and for the consideration hereinafter stated, John C. Aycock and wife, Dorothy Wills Aycock, agree to sell and convey by general warranty deed to the City of Austin the property so conveyed by Mutual Savings Institution to the said Aycock and wife as provided in Paragraph I hereof.

IV.

In consideration of the conveyance to it of the property described in Paragraph III hereof, City of Austin, as the present owner thereof, agrees to convey by general warranty deed to John C. Aycock and wife, Dorothy Wills Aycock, the following described property situated in Travis County, Texas;

Lots 1 to 8, inclusive, being all of Block 61,
in the Original City of Austin, Travis County
Texas.

V.

Each transfer and conveyance herein agreed upon shall be made subject to existing leases and occupancies of the premises conveyed, and shall include the transfer of all future rentals due under such leases; and all rentals paid in advance and taxes for the current year shall be adjusted and prorated as of the date of the deeds or conveyances to be executed and delivered as herein provided.

VI.

Within ten (10) days from the date of this contract, complete abstracts of title to each of the three tracts of land herein described, brought down to date of delivery thereof, shall be delivered by the respective present owners of such tracts to the parties ultimately to receive conveyance of the same under the provisions of this contract. The respective parties ultimately to receive the title to such tracts shall have seven (7) days in which to have such abstracts examined. Such abstracts shall show a good and marketable title to the respective tracts of land in the present owners thereof as herein set forth, subject only to the existing leases and occupancies. If the abstract covering any such tract of land shall not show such a title, the party ultimately to receive such tract shall state his objection thereto in writing, and any defect in or objection to such title not so stated shall be conclusively waived. In the event any objections are found and stated to the title to any of the land herein described, the present owners thereof shall be obligated to

cure of record any such written objections to such title as are valid and may be cured, and to embody such matter in the abstract involved. Should any objection be found to the title to any such property which cannot be so cured, this contract shall be rescinded and cancelled as to all parties hereto by written notice given by any of the parties to the other parties hereto, unless the party ultimately to receive conveyance of such tract within three (3) days after receipt of such notices agrees to waive such objection.

VII.

Upon the approval of the title to such tracts of land or upon waiver of the objections, if any, to such title, the parties hereto will execute and deliver the general warranty deeds described in Paragraphs I, II, III and IV hereof.

IN TESTIMONY WHEREOF the parties hereto have caused this instrument to be executed in triplicate on this the _____ day of _____ 1950.

ATTEST:

MUTUAL SAVINGS INSTITUTION

By _____

Fred C. Morse, President

Secretary_____
John C. Aycock_____
Dorothy Wills Aycock

CITY OF AUSTIN

ATTEST:

By _____

Mayor

City Clerk

STATE OF TEXAS }

COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared Dorothy Wills Aycock, wife of John Aycock, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy Wills Aycock, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this the _____ day of _____ 1950.

Notary Public, in and for
Travis County, Texas

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

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

COUNCILMAN JOHNSON recommended that after the Police and Courts Building is started, that the City Attorney start work on getting the Legislature to give clear title to the Lot on which the City Hall now stands.

Councilman MacCorkle moved that the City Manager be authorized to proceed with the drawing of the plans of the new Police and Courts Building, engaging the Architects authorized by the Council on May 28, 1949, as soon as possible. The motion, seconded by Councilman Long, carried by the following vote:

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

The City Manager submitted the following names for appointment on the Advisory Board for Brackenridge Hospital, stating that after the Board was appointed, an Administrator for the Hospital would be selected:

ADVISORY BOARD FOR BRACKENRIDGE HOSPITAL

Mr. Evans Swan
Mr. Guy Dorsey
Mr. Aubrey Reilly
Dr. John Barclay
Mr. Fred Morse

Councilman Long moved that the appointments of the City Manager be confirmed by the Council. The motion, seconded by Councilman MacCorkle, carried by the following vote:

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

Councilman Long 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. Sims, for the laying of certain water mains and other pipe in Loma Linda Subdivision, in the City of Austin, Travis County, Texas, 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 §
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 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 the certain water mains and other pipes in LOMA LINDA SUBDIVISION on the streets and at the locations described as follows:

Six-inch (6") cast iron water main in Oltorf Street
from South 2nd Street to South 4th Street, a distance
of approximately 875'.

Two-inch (2") cast iron water main in South 4th Street
from Oltorf Street North to Lot #3, a distance of ap-
proximately 110'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Twenty Two Hundred and Fifty Dollars (\$2250.00) 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 water service to him, agrees to deposit the sum of Twenty Two Hundred and Fifty Dollars (\$2250) with the City of Austin prior to commencement of the work.

III.

Within a reasonable time after deposit of the sums 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 water 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 water 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 anytime 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 of Austin 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 _____, 1950.

CITY OF AUSTIN

By _____
City Manager

Paul O. Simms

ATTEST:

City Clerk

APPROVED:

Director of Utilities

Director of Public Works

City Attorney

ENTERED UPON AUTHORITY OF PARAGRAPH V:

Actual cost of construction: \$ _____

Date of completion of work: _____

CITY OF AUSTIN

By _____

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

Ayes: Councilmen Johnson, Long MacCorkle, Mayor Glass

Noes: None

Absent: Councilman Drake

The Mayor brought up the following ordinance for its second reading:

AN ORDINANCE REGULATING THE SALE, STORAGE AND HANDLING OF ALCOHOLIC BEVERAGES IN THE CITY OF AUSTIN; DEFINING CERTAIN TERMS; PROHIBITING VARIOUS ACTS; PRESCRIBING PROCEDURE FOR INVESTIGATION OF APPLICANTS; PROVIDING FOR THE LEVY AND COLLECTION OF OCCUPATION TAXES; PRESCRIBING PENALTIES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

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

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

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

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

The Mayor then announced the ordinance had been finally passed.

There being no further business, the Council recessed subject to call of the Mayor.

APPROVED: 
Mayor

ATTEST:


City Clerk