

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

August 3, 1950
10:00 A. M.

Council Chamber, City Hall

The meeting was called to order with Mayor Pro-tem Drake presiding.

Roll Call:

Present: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Absent : Mayor Glass

Present also: Walter E. Seaholm, City Manager; Trueman E. O'Quinn, City Attorney; C. G. Levander, Director of Public Works; R. D. Thorp, Chief of Police.

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.

MRS. MAUDE PRIDGEN, 3205 East Avenue, submitted the following petition:

This is to certify that we, the undersigned owners, who reside in the vicinity of the International Highway, now being constructed on East Avenue, tributary to connecting streets, now now be changed to the name of Broadway. We believe this will be a solution in relieving the name of East Avenue to a higher standard of value and make the growth of the City of Austin reach a higher level, and a large business center develop with finer and larger buildings, that would be an appreciable advantage to the Highway, as well as the spectators and travellers who can view with pride, our CAPITOL CITY.

The petition was signed by 38 residents. It was brought out that there was already a street named Broadway and this would have to be taken into consideration. The petition was referred to the Planning Board.

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 HAPPY HOLLOW LANE, from a point 25 feet north of West 34th Street, northerly 65 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 HAPPY HOLLOW LANE.

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

(2) A gas main in WEST 34th STREET, from a point 25 feet west of Happy Hollow Lane westerly 37 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 WEST 34th STREET.

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

(3) A gas main in NILE STREET, from Vaiden Street to Rosewood Avenue, the centerline of which gas main shall be $6\frac{1}{2}$ feet west of and parallel to the east property line of said NILE STREET.

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

(4) A gas main in VAIDEN STREET, from Nile Street westerly 474 feet, the centerline of which gas main shall be $6\frac{1}{2}$ feet south of and parallel to the north property line of said VAIDEN STREET.

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

(5) A gas main in MIDWAY STREET, from Vaiden Street southerly 641 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 MIDWAY STREET.

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

(6) A gas main in WALTER STREET, from Midway Street westerly 123 feet, the centerline of which gas main shall be $6\frac{1}{2}$ feet south of and parallel to the north property line of said WALTER 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 Johnson, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

The request of MRS. HANNAH E. GARCIA for a kindergarten and school permit at her residence at 1601 West 6th Street was brought up for consideration. Councilman Johnson moved that the Council defer action on this request until next Thursday and that the neighbors be notified of this request. The motion, seconded by Councilman MacCorkle, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Rex D. Kitchens is the Contractor for the erection of a building located at 1201 Guadalupe Street and desires a portion of the sidewalk and street space abutting Lots 1 and 2, Block 149, of the Original City of Austin, Travis County, Texas, during the erection of the building, such space to be used in the work and for the storage of materials therefor; therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said Rex D. Kitchens, 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 Guadalupe Street 12 feet west of the east curb line; thence in a southerly direction and parallel with the centerline of Guadalupe Street approximately 160' to a point; thence in an easterly direction and at right angles to the centerline of Guadalupe Street to the southwest corner of the above described property.

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

(1). That the Contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along the pavement within the walkways, 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 December 31, 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 public purposes.

(12). That any public utility, or public or private property, disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building 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 Long, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

Councilman Johnson offered the following resolution and moved its adoption:
(RESOLUTION)

WHEREAS, Moore Construction Company is the Contractor for the erection of a building located at 120 West 9th Street, and desires a portion of the sidewalk and alley space abutting Lots 9,10,11,12, Block 110, of the Original City of Austin, Travis County, Texas, during the erection of the building, such space to be used in the work and for the storage of materials therefor; Therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said Moore Construction Company, the boundary of which is described as follows:

Sidewalk and Alley Working Space

Beginning at the northeast corner of the above described property; thence in an easterly direction and at right angles to the centerline of the alley approximately 10 feet to a point; thence in a southerly direction and parallel with the

centerline of the alley approximately 184 feet to a point; thence in a westerly direction and at right angles to the centerline of the alley to the southeast corner of the above described property.

Beginning at the curb opposite the southeast corner of the above described property; thence in a southerly direction and at right angles to the centerline of West 9th Street to a point 8 feet south of the north curb line; thence in a westerly direction and parallel with the centerline of West 9th Street approximately 24 feet to a point; thence in a northerly direction and at right angles to the centerline of West 9th Street to the north curb line.

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

(1). That the Contractor shall construct in the alley a guard rail within the boundary line along the north, east and south lines of the above described space, such guard rail to be at least 4 feet high and substantially braced and anchored.

(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 alley 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 December 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 public purposes.

(12). That any public utility, or public or private property, disturbed or injured as a result of any of the activities necessary for the completion of the construction work for said building 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 or 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 Long, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Mrs. Forrest C. Roan has made application in writing for permission to use and maintain in her residence an institution of an educational nature (kindergarten and school for pre-age children) on the west part of Lot 40, Enfield "C", the same being on the north side of Enfield Road, and locally known as 1618 Enfield Road and is located in a "B" Residence District, which under Section #5, Item #7, of the Zoning Ordinance, requires a special permit from the City Council; and

WHEREAS, this application has been considered and approved by the City Council of the City of Austin, therefore

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

THAT permission for the use and maintenance of this institution of an educational nature at the location designated above be granted to Mrs. Forrest C. Roan.

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

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 following "Public Cab Stands", as authorized by that certain ordinance enacted June 8, 1950, and recorded in Book "P", pages 321-345, inclusive, of the Ordinance Records of the City of Austin, be and the same are hereby established:

1. Along north curb, 400 Block East Sixth Street, from point in curb line ten (10) feet east of Trinity Street property line, extending easterly along East Sixth Street north curb a distance of twenty (20) feet, capacity one (1) taxicab.
2. Along south curb, 400 Block East Sixth Street, from point in curb line ten (10) feet east of Trinity Street property line, extending easterly along East Sixth Street curb a distance of twenty (20) feet, capacity one (1) taxicab.
3. Along north curb, 700 Block East Sixth Street, from point in curb line ninety (90) feet west of East Avenue property line, extending westerly along East Sixth Street curb a distance of forty (40) feet, capacity two (2) taxicabs.

The "Public Cab Stands" established herein shall be subject to all rules and regulations prescribed by the ordinance.

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

Mayor Pro-tem Drake 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 RECORD-
ED IN BOOK "K", PAGES 159-179, INCLUSIVE, OF THE

ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING SECTION 12(b) OF ARTICLE III AND SECTION 23(d) OF ARTICLE IV, RELATING TO STOP SIGN 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 MacCorkle, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

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 Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

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 Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

Mayor Pro-tem Drake then announced that the ordinance had been finally passed.

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 Development Company, for the laying of certain water mains, sanitary sewers and other pipes in Crestview Addition, Section II, 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 called

"City" and Austin Development Company, a corporation created under the laws of the State of Texas, hereinafter called "Customer", W I T N E S S E T H:

I.

(a) Customer, acting by contract with Charles E. Hanlon, has caused to be installed in and along certain public streets in Crestview Addition, Section II, an addition to the City of Austin, certain water mains and other pipes at the location and in the sizes described as follows:

Twelve-inch (12") cast iron mains, Woodrow * St Johns to Piedmont
Six-inch (6") cast iron mains, Grover - St Johns to Piedmont
Six-inch (6") cast iron mains, Piedmont - Grover West to City Limits.

(b) Customer, acting by contract with Charles E. Hanlon, has caused to be installed in along certain public streets in Crestview Addition, Section II, an addition to the City of Austin, certain sanitary sewer mains and other pipes at the locations described as follows:

Eight-inch (8") Pipe, Arroyo Seca - St Johns to Piedmont
Eight-inch (8") Pipe, Grover - St Johns to Piedmont
Six-inch (6") Pipe, Piedmont - City Limits to Lot 26, Block F
Six-inch (6") Pipe, Piedmont - Grover to Lot 27, Block F

II.

The contract for all such construction work was submitted to the City and the prices of such work were approved by the City before the work was done. The 12" water mains herein described were substituted at the instance of the City for the 6" mains planned by the Customer and adjustment has been made by the City with the Customer for the difference in cost resulting from the difference in size of such mains. It is agreed and understood that such work was completed and approved by the City as of March 4, 1950, and that the cost to the Customer of the water mains and pipes herein described was \$9,351.00, and that the cost to the customer of the sewer lines herein described, including necessary manholes, cleanouts and appurtenances, was \$5,365.73, being a total cost to customer for all such mains and pipes of \$14,716.73.

III.

For and inconsideration of the refunds to the Customer by the City, hereinafter more fully described, and in consideration that the City shall make such repairs and changes in all of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems, the Customer hereby bargains, sells, grants and conveys to the City of Austin all of Customer's right, title, and interest in and to all said utility improvements more fully described in Paragraph I (a) and (b), and all appurtenances thereto, and title to such water mains and pipes and sanitary sewer mains and pipes and all appurtenances thereto hereafter shall be in the City of Austin.

IV.

It is agreed that the Customer shall be reimbursed for the cost of the water mains and pipes, and sanitary sewer mains and pipes, described in Paragraph I (a) and (b) above on the basis of the agreed total cost of \$14,716.73.

for all such water and sewer mains, pipes and appurtenances, such reimbursements to be made in the following manner:

Refunds to the Customer by the City shall begin from January 1, 1951, the first such refunds to cover the year 1950; and upon the execution of this contract, the City shall pay to the Customer a sum equal to twice the gross amount of income realized by the City, during the calendar year 1950, from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to consumers having a direct connection with the water mains and sewer lines described in Paragraph I (a) and (b), above; and within sixty (60) days after the first day of January of each succeeding year after 1951 the City agrees to pay to the Customer a sum equal to twice 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 consumers having a direct connection with said water mains and said sewer mains, until the sum of \$14,716.73, being the total amount of cost of the construction of the utility improvements have been repaid, but in no event shall such refunds exceed said sum of \$14,716.73, and the City shall not, in any event, make such annual payments for a period of time longer than ten (10) years from and after March 4, 1950, even though the full cost of \$14,716.73 for such work has not been refunded in full to the Customer at the end of said ten (10) years; and if at any time before the expiration of said ten (10) year period the principal sum of said cost has been repaid, further payment shall cease.

V.

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.

VI.

It is agreed that the City may at its option retain any part or all of any accrued refund to be made to the Customer in compliance with Paragraph IV of this contract and refuse to make the payments and refunds so provided for in this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed by the City of Austin or the State of Texas 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 the City Clerk and with its corporate seal affixed, and the said Austin Development Company has caused this instrument to be executed in duplicate by A. B. Beddow, its president, and attested by its Secretary, this the ____ day of _____ 1950.

CITY OF AUSTIN

ATTEST:

By _____

City Manager

City Clerk

AUSTIN DEVELOPMENT COMPANY

ATTEST:

By _____

President

Secretary

APPROVED:

Superintendent of Water Dept.

Director of Public Works

City Attorney

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

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 Development Company, for the laying of certain water mains, sanitary sewer mains and other pipes in Crestview Addition, Section 5, 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 called "City" and Austin Development Company, a corporation created under the laws of the State of Texas, hereinafter called "Customer", W I T N E S S E T H:

I.

(a) Customer, acting by contract with Joe Bland Construction Company, has caused to be installed in and along certain public streets in Crestview Addition, Section 5, an addition to the City of Austin, certain water mains and other pipes at the location and in the sizes described as follows:

Twelve-inch (12") cast iron main in Woodrow Avenue
from Piedmont to Madison

Six-inch (6") cast iron main in Grover from Piedmont
to Madison. Madison from Grover to Woodrow.

Eight-inch (8") cast iron main in Madison from
Woodrow West to city limits.

(b) The customer, acting by contract with Joe Bland Construction Company, has caused to be installed in and along certain public streets in Crestview Addition, Section 5, an addition to the City of Austin, certain sanitary sewer mains and other pipes at the locations described as follows:

Eight-inch (8") concrete sanitary sewer in Arroyo Seca from Piedmont to Woodrow. Woodrow from Arroyo Seca to Madison. Grover from Piedmont to Madison.

Six-inch (6") concrete sanitary sewer in Madison from Grover to Lot 8, Block F. Madison from City Limits to Lot 7, Block F.

II.

The contract for all such construction work was submitted to the City and the prices of such work were approved by the City before the work was done. The 12" water mains herein described were substituted at the instance of the City for the 6" mains planned by the Customer and adjustment has been made by the City with the Customer for the difference in cost resulting from the difference in size of such mains. It is agreed and understood that such work was completed and approved by the City as of March 16, 1950, and that the cost to the Customer of the water mains and pipes herein described was \$8,181.84, and that the cost to customer of the sewer lines herein described, including necessary manholes, cleanouts and appurtenances was \$6,772.08, being a total cost to customer for all such mains and pipes of \$14,953.92.

III.

For and inconsideration of the refunds to the Customer by the City, hereinafter more fully described, and in consideration that the City shall make such repairs and changes in all of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems, the Customer hereby bargains, sells, grants and conveys to the City of Austin all of Customer's right, title, and interest in and to all said utility improvements more fully described in Paragraph I (a) and (b), and all appurtenances thereto, and title to such water mains and pipes and sanitary sewer mains and pipes and all appurtenances thereto hereafter shall be in the City of Austin.

IV.

It is agreed that the Customer shall be reimbursed for the cost of the water mains and pipes, and sanitary sewer mains and pipes, described in Paragraph I (a) and (b) above on the basis of the agreed total cost of \$14,953.92, for all such water and sewer mains, pipes and appurtenances, such reimbursements to be made in the following manner:

Refunds to the Customer by the City shall begin from January 1, 1951, the first such refunds to cover the year 1950; and upon the execution of this contract, the City shall pay to the Customer a sum equal to twice the gross amount of income realized by the City, during the calendar year 1950, from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to consumers having a direct connection with the water mains and sewer lines described in Paragraph I (a) and (b), above; and within sixty (60) days after the first day of January of each succeeding year after 1951 the City agrees to pay to the Customer a sum equal to twice 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 consumers having a direct connection with said water mains and said sewer mains, until the sum of \$14,953.92, being the total amount of cost of the construction of the utility improvements have been repaid, but in no event shall such refunds exceed said sum of \$14,953.92, and the City shall not, in any event, make such annual payments for a period of time longer than ten (10) years from and after March 16, 1950 even though the full cost of \$14,953.92 for such work has not been refunded in full to the Customer at the end of said ten (10) years; and if at any time before the expiration of said ten (10) year period the principal sum of said cost has been repaid, further payment shall cease.

V.

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.

VI.

It is agreed that the City may at its option retain any part or all of any accrued refund to be made to the Customer in compliance with Paragraph IV of this contract and refuse to make the payments and refunds so provided for in this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed by the City of Austin or the State of Texas 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 the City Clerk and with its corporate seal affixed, and the said Austin Development Company has caused this instrument to be executed in duplicate by A. B. Beddow, its president, and attested by its Secretary, this the _____ day of _____ 1950.

CITY OF AUSTIN

ATTEST:

By _____

City Manager

City Clerk

AUSTIN DEVELOPMENT COMPANY

ATTEST

By _____

President

Secretary

APPROVED:

Superintendent of Water Dept._____
Director of Public Works_____
City Attorney

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

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 Gray & Becker, Incorporated, for the laying of certain water mains, sanitary sewer mains and other pipes in the Resubdivision of Block C and a portion of Blocks B and E of Shoalmont Addition, Section 3, 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 called "City" and Gray & Becker, Incorporated, a corporation created under the laws of the State of Texas, hereinafter called "Customer", W I T N E S S E T H:

I.

(a) The customer, acting by contract with Joe Bland Construction Company, has caused to be installed in and along certain public streets in the Resubdivision of Block C and a portion of Blocks B & E of Shoalmont Addition, Section 3, in the City of Austin, certain water mains and other pipes at the location and in the sizes described as follows:

Six-inch (6") cast iron water mains in Strass Drive from West 49th Street to North side of subdivision, a distance of approximately 1349'; in West 49½ Street from Strass to West side of subdivision, a distance of approximately 200'.

(b) The customer, acting by contract with Joe Bland Construction Company, has caused to be installed in and along certain public streets in the Resubdivision of Block C and a portion of Blocks B & E of Shoalmont Addition, Section 3, in the City of Austin, certain sanitary sewer mains and other pipes at the locations described as follows:

Eight-inch (8") sanitary sewer mains 49½ Street easement from Shoalcreek to Strass Drive; 49½ Street (to be changed to 50th Street) Strass

Drive to West property line of subdivision;
Strass Drive- south property line of Lot 2,
Block E to south property line of Lot 20, Block E.

II.

The contract for all such construction work was submitted to the City and the prices of such work were approved by the City before the work was done. It is agreed and understood that such work was completed and approved by the City as of July 24, 1950, and that the cost to the Customer of the water mains and pipes herein described was \$5,647.35, and that the cost to the customer of the sewer lines herein described, including necessary manholes, cleanouts and appurtenances was \$4,480.35, being a total cost to customer for all such mains and pipes of \$10,127.70.

III.

For and in consideration of the refunds to the Customer by the City, hereinafter more fully described, and in consideration that the City shall make such repairs and changes in all of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems, the Customer hereby bargains, sells, grants and conveys to the City of Austin all of Customer's right, title, and interest in and to all said utility improvements more fully described in Paragraph I (a) and (b), and all appurtenances thereto, and title to such water mains and pipes and sanitary sewer mains and pipes and all appurtenances thereto hereafter shall be in the City of Austin.

IV.

It is agreed that the Customer shall be reimbursed for the cost of the water mains and pipes, and sanitary sewer mains and pipes, described in Paragraph I (a) and (b) above on the basis of the agreed total cost of \$10,127.70, for all such water and sewer mains, pipes and appurtenances, such reimbursements to be made in the following manner:

Refunds to the Customer by the City shall begin from January 1, 1951, the first such refunds to cover the year 1950; and upon the execution of this contract, the City shall pay to the Customer a sum equal to twice the gross amount of income realized by the City, during the calendar year 1950, from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to consumers having a direct connection with the water mains and sewer lines described in Paragraph I (a) and (b), above; and within sixty (60) days after the first day of January of each succeeding year after 1951 the City agrees to pay to the Customer a sum equal to twice 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 consumers having a direct connection with said water mains and said sewer mains, until the sum of \$10,127.70, being the total amount of cost of the construction of the utility improvements have been repaid, but in no event shall such refunds exceed said sum of \$10,127.70, and the City shall not, in any event, make such annual payments for a period of time longer than ten (10) years from and after July 24, 1950 even though the full cost of \$10,127.70 for such work has not been refunded in full to the Customer at the end of said ten (10) years; and if at any time before the expiration of said ten (10) year period the principal sum of said cost has been repaid, further payment shall cease.

V.

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.

VI.

It is agreed that the City may at its option retain any part or all of any accrued refund to be made to the Customer in compliance with Paragraph IV of this contract and refuse to make the payments and refunds so provided for in this contract in the event the Customer shall fail or refuse to comply substantially with any obligation lawfully imposed by the City of Austin or the State of Texas 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 the City Clerk and with its corporate seal affixed, and the said Gray & Becker, Incorporated has caused this instrument to be executed in duplicate by F. H. Becker, Jr., its president, and attested by its Secretary, this the 17 day of August 1950.

CITY CO AUSTIN

ATTEST:

By _____

City Manager

City Clerk

GRAY & BECKER, INCORPORATED

ATTEST:

By _____

President

Secretary

APPROVED:

Superintendent of Water Dept._____
Director of Public Works_____
City Attorney

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake
Noes: None
Absent: Mayor Glass

Councilman MacCorkle 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 "Crestview Addition, Section 6," approved by the City Plan Commission of the City of Austin on June 8, 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.

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake

Noes: None

Absent: Mayor Glass

Councilman MacCorkle 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 "Bergstrom Addition", approved by the City Plan Commission of the City of Austin on July 21, 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.

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake

Noes: None

Absent: Mayor Glass

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT Walter Seaholm, City Manager, be and he is hereby authorized and directed to execute a quitclaim deed to W. M. Walton and Mrs. L. A. Walton,

and their successors in title, quitclaiming all right, title and interest acquired by the City of Austin by two tax deeds executed by Fred Sterzing to the City and recorded in Volume 49 at pages 67-69, and Volume 77 at page 488, respectively, of the Deed Records of Travis County, Texas, in all of Lots 7, 8, and 9 in Block 6, Original City, except the west 45 feet of said Lot 7 and the west 45 feet of the north 24 feet of said Lot 8.

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake

Noes: None

Absent: Mayor Glass

With regard to clinics, nurseries, etc., in "B" Residence Districts, Councilman Long moved that the City Manager be instructed that when an application is made for special permission in a "B" Residence District that the neighbors be notified before the application comes before the Council. The motion, seconded by Councilman Johnson, carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake

Noes: None

Absent: Mayor Glass

Mayor Pro-tem Drake read the memorandum from H. F. Kuehne, Chairman, Zoning Board of Adjustment:

In connection with the recommendations on applications for zoning changes by John J. Stumpf at 2815 Fruth Street and by R. G. Mueller at 1904-1906 South Congress Avenue, the Board unanimously passed a resolution at a meeting on July 25, 1950, recommending to the City Council that, if it is possible to do so legally by a change of Ordinance or otherwise, these two locations be allowed to sell beer for off-site consumption without allowing the sale of hard liquor, and also recommends the same action with relation to the application of Pure Ice and Foods, Inc., at 1603-1605 Manor Road which is now being considered by the City Council.

(Sgd) H. F. Kuehne

There was a discussion on the Sale of Beer for "Off-Premises" in a "C-1" District. It was brought out that the Ordinance would have to be amended to permit this and City Manager was requested to get the recommendations of the Zoning Board and present such recommendations to the Council at the next meeting.

Councilman Johnson moved that the following applications for change of zoning be set for public hearing AUGUST 24, 1950, 11:00 A.M.

R. G. MUELLER et al

Lots 3 and 4
Block 35, Sweetmans
Addition
1904-06 So. Cong. Ave.

From "C-1" Commercial
To "C-2" Commercial
NOT Recommended by the
Zoning Board

BARNEY P. SLAUGHTER

Lot 6, Blk A
Bluff View Addn.
708 So. Lamar Blvd.

From "A" Residence
To "C" Commercial
Recommended plus
additional property, by
the Zoning Board

H. P. ALLEN	160'x173' (A) & 60'x 173' of (D), Outlot 15, Div "E", Unplatted 1800-02 Pearl & 1805 San Gabriel St.	From "A" Residence To "B" Residence NOT Recommended by the Zoning Board
PURE ICE & FOODS, INC.	N. 150', Lot A., Blk. 15, Outlot 45, Div. "B", Unplatted 1603-05 Manor Road	From "A" Residence To "C-2" Commercial NOT Recommended by the Zoning Board
M. K. HAGE	E. 50' of Lots 24 & 25, Blk. 1, Outlot 1, Division "Z", Duval Addn. 1200 West 5th St.	From "B" Residence To "C" Commercial Recommended plus additional property, by Zoning Board
G. M. CHANDLER	Lot 1, Blk., B-7, Sweetman Addition, 2000 So. Congress Ave.	From "C-1" Commercial To "C-2" Commercial NOT Recommended by the Zoning Board
MRS. MINNIE LEATHERMAN, et al	*Original Lots 7, 8 & 9, Blk., 1, Outlot 6, Div. "Z", Silliman Addition 1006-1010 W. 11th St. & 1103 Baylor	From "B" Residence To "C" Commercial Recommended plus additional property, by the Zoning Board
JOHN J. STUMPF	West 80' of 9, 10 & 11, Blk. 1, Outlot 14, Div "D" Fruth Addition, 2815 Fruth Street	From "C-1" Commercial To "C-2" Commercial NOT Recommended by the Zoning Board

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

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake

Noes: None

Absent: Mayor Glass

MR. HOWARD CLIFTON BRYANT appeared before the Council in an appeal of the administrative denial of his application to drive a taxi-cab. The City Attorney and Chief of Police had not recommended the permit due to his police and traffic record. Mr. Bryant stated that he had a permit in 1947 but had quit to join the Army Air Corp. He was injured while in the service and now cannot do heavy work. MRS LONG stated that after September 30th the Council would not be granting permits and he could apply to any Taxicab Company to drive. Councilman Johnson moved that the Council NOT grant the permit. The motion, seconded by Councilman MacCorkle carried by the following vote:

Ayes: Councilmen Johnson, Long, MacCorkle, Mayor Pro-tem Drake

Noes: None

Absent: Mayor Glass

The following application for change of zoning was again brought before the Council for action:

DONALD S. THOMAS

4200 Block Jackson Avenue
4300 Block Bull Creek Road

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

This application was publicly heard at the meeting of JULY 27, 1950, and the Council deferred action until this date so that it could make an inspection on the ground. MAJOR and MRS. DOUGLAS C. PRITCHETT, 2900 Camp Mabry Road, voiced opposition, as they were not present at the hearing. MR. RAMSEY BATEY, 2806 Cameron Road, and MRS. DOROTHY M. GAGO, 2906 Camp Mabry Road expressed opposition to the commercial change. At this point MAYOR GLASS entered the Council Room but did not take the chair, and MAYOR PRO-TEM DRAKE continued presiding through this discussion. MR. WILLIAM PARKER, Planning Supervisor, stated this area should be kept residential to the best interest of over-all planning for the City. Councilman Johnson moved that the recommendation of the Zoning Board be upheld and the requested change NOT granted. The motion, seconded by Mayor Glass, carried by the following vote:

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

At this time (10:40 A.M.) Mayor Glass took the Chair and presided.

COUNCILMAN LONG requested the City Manager to secure certain information on employees' salaries and wages and submit his findings to the Council at the next meeting. She listed the following questions:

"How many city employees, both permanent and hourly, are getting \$250 a month and less? \$300 a month and less? \$350 a month and less?"

"Break this list down into number of employees in each \$10 bracket from \$250 downward to the lowest.

"What is the actual increase proposed for Firemen and Policemen in initiative ordinance? What is the average increase proposed?"

"How does present firemen's average pay (not scale) compare to their average pay in 1942? In 1945?"

"What increase on hourly workers would be required to give them a raise of \$10 a month? \$20 a month?"

The question of the City of Austin selling two acres from the Memorial Park Cemetery for the purpose of building a mausoleum was brought before the Council for further consideration. MR. W. R. SMITH, Attorney, representing the TEXAS MAUSOLEUM, INC., a corporation to be formed with E. H. PERRY, W. H. JOHNSON, and MR. LYLES, offered \$45,000.00 now and \$45,000 in five years with interest. The Mayor suggested that no action be taken now, as he, personally, would like to have a little more time for studying the plan; and that possibly by next week the Council could give a decision. MR. SMITH was anxious for an early reply, and the Mayor stated if a decision could be made earlier, a special meeting of the Council would be called.

COUNCILMAN LONG inquired about the Hospital Administrator appointment. The City Manager stated that the Hospital Board had met the day before and eliminated all but three applicants.

There being no further business, the Council adjourned at 11:25, subject to call of the Mayor.

APPROVED


Mayor

ATTEST:


Deputy City Clerk