

## MINUTES OF THE CITY COUNCIL

## CITY OF AUSTIN, TEXAS

Regular meeting

February 27, 1947

11:00 A.M.

Council Chamber, City Hall

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

## Roll call

Present: Councilmen Bartholomew, Glass, Mayor Miller, Councilman  
Wolf - 4

Absent : Councilman Thornberry - 1

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

The reading of the Minutes was dispensed with.

Pursuant to published notice thereof, the public hearing on the pro-  
posal to amend the Zoning Ordinance in the following particulars:

To amend the Height and Area designation so as to change to  
Second Height and Area District that portion of the follow-  
ing block now designated as First Height and Area District:

, The block bounded by Leon, West 23rd, San Gabriel  
and West 22nd Streets, in the City of Austin, Travis  
County, Texas,

was duly opened.

No one appeared to protest the proposed change.

Thereupon Councilman Wolf moved that the change be granted and the  
City Attorney be instructed to prepare an amendment to the Zoning Ordinance  
making the change effective. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf

Noes : None

Absent: Councilman Thornberry

Pursuant to published notice thereof, the public hearing on the ap-  
plication of Delta Kappa Epsilon Fraternity, University of Texas Chapter,

to amend the Zoning Ordinance in the following particulars:

To amend the USE designation of the following described property so as to change the first described lot from "A" Residence District and First Height and Area District and the second and third described lots from the limited "B" Residence District and Second Height and Area District designated by the ordinance passed March 14, 1946, and recorded in Book "M", at pages 149-150, Ordinance Records of the City of Austin, to "B" Residence District and Second Height and Area District, to-wit:

Lots 22, 23, and 24, in Outlot 53, Division D, City of Austin, Travis County, Texas, comprising a tract located at the northeast corner of Pearl and West 25th Streets,

was duly opened.

The following proponents of the change were heard first, substantially as follows:

CHAS. F. HERRING, Attorney for Delta Kappa Epsilon Fraternity, presented a plat showing that the zoning of property in the neighborhood of his client's property had been changed at intervals during the last several years to permit multi-family units, and that the Delta Kappa Epsilon Fraternity's site has been previously zoned to permit the construction of a 26-unit apartment house. He also submitted a ground plan of the proposed Chapter House, costing approximately \$100,000.00, which provides for off-street parking of cars to eliminate traffic congestion on surrounding streets, and the landscaping and beautifying of the grounds. He further submitted the following written indorsements of the change, to-wit: Petition of property owners within two hundred feet of the proposed change, stating that they had no objection to the change; and letters from the following persons recommending the Fraternity and agreeing to the proposed change: Dr. T. S. Painter, President of the University of Texas; James C. Dolley, Vice-President of the University of Texas; Arno Nowotny, Dean; Jack Holland, Assistant Dean; Stella Traweck; Mrs. Elbert Hooper; Mrs. Elena Davis; Mr. and Mrs. V. M. Ehlers; Brigadier General K. L. Berry; D.X. Bible; and Glover Johns.

The following citizens also plead for the change: Julian Montgomery, Charter Member of Delta Kappa Epsilon Fraternity and Zoning Engineer; Dr. G. F. Thornhill; Walter Bremond; Julian Baldwin; Jamie Odom; Mr. Whitworth, Member of State Legislature and of the Fraternity; Mr. Whitworth, 2513 Pearl Street; Members of Kappa Alpha Sorority; Jim Swearingen; and James R. Connor, substantially as follows: That the proposed building to be erected by the Chapter would enhance the value of adjoining property; that no additional area has been allowed for rooming and apartment and boarding houses at the University since the original zoning map was prepared; that if the property is used for a rooming house the traffic congestion will be greater for there will be more cars using the street; that it is zoning practice in districts zoned for apartment and rooming houses to also permit fraternities and sororities and this area is now zoned for apartment houses; that an expanding University requires this change in order to take care of its students; that the University is the

greatest asset Austin has; that this is a logical place for a fraternity as there are fraternities and sororities across the street; that fraternities provide accommodations for a number of students and train young men to grow into worthy citizens; and that to eliminate the traffic objection, the Fraternity will agree not to use 25 $\frac{1}{2}$  Street.

The following opponents of the change were then heard, substantially as follows:

HERMAN JONES, Attorney for the opposition, opposed the change on the grounds that about a year ago the City Council, recognizing a difficult situation, passed a specific ordinance zoning this property as Special "B" Residence District; that at that time the application was to change a large area, including this property, to "B" Residence and there were countless protests against such change, most of them being against the possibility of a fraternity being allowed there, and as a compromise that would meet the objections of the citizens and, at the same time, relieve congestion in housing at the University of Texas, the property owners made the concession for a change from "A" Residence District to Special "B" Residence District; that anything that is constructed there that will add to the traffic hazard will be a tragedy because of the narrow street and the large number of children living on the street; that the neighborhood is not trying to stand in the way of progress, but are protesting against the traffic danger to their children and the repeal of the ordinance referred to which was passed as a compromise measure; and that all of the property owners in the neighborhood, except one, are protesting this change.

Objections from Mrs. Smalley, Mrs. Ottinger, Mr. and Mrs. Nugent, Mrs. Hamilton Riley, Miss Erna Webb, and Mrs. Mildred Pinkney were also heard.

No other property owners or interested citizens desiring to be heard, the hearing was thereupon closed, and the Chair entertained a motion to sustain the Board of Adjustment and grant the change.

It was then moved by Councilman Wolf that the recommendations of the Board of Adjustment be sustained and the change to "B" Residence District be granted, and the City Attorney be instructed to prepare an amendment to the Zoning Ordinance making the change effective, for passage at the next regular meeting. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;

Noes : None

Absent: Councilman Thornberry

The public hearing on the application of Cecil Street, et al, for a change in zoning, from "B" Residence District, to "C" Commercial District, of Lots 12 to 22, inclusive, Block 1, R. Niles Graham Subdivision, being the north side of the 1600 block of West 5th Street, which was continued from the last regular meeting, was reopened.

CECIL STREET, proponent, plead for the change on the grounds that his first application for the change in zoning included only the two lots he owns at the corner of Campbell Street and West 5th Street, but subsequently, at the request of other property owners in the block, the application was made to include the whole block on the north side; that his

purpose in asking for the change of his property was to build a store building for a retail business, possibly a home appliances business.

The following property owners appeared and protested the change, substantially as follows:

RAY YATES, representing the Cherico heirs; GEORGE BENDETTI, and P. J. McDONALD, who opposed the change on the grounds that it would interfere with the peace and quiet of their homes; the narrowness of the street resulting in a traffic hazard; and the further fact that said property lying in a creek bed would require that a storm sewer be built all the way from the Confederate Home before any development is made in order not to overflow surrounding property when it rains.

No other property owners or interested citizens desiring to be heard, the hearing was thereupon closed, and Mayor Miller moved that the recommendations of the Board of Adjustment be sustained and the change be not granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

HERBERT PENDERGRASS, Colored, came before the Council and complained of being required by his insurance company to take out an insurance policy on his taxicab covering the entire State of Texas instead of the City of Austin only, and asked that he be allowed to make bond in lieu of said insurance policy. The matter was referred to the City Attorney for investigation.

The application of C. A. Maufrais for change in zoning, from "A" Residence District to "D" Industrial District, of John Wende tract located on the east side of the Fredericksburg Road near the intersection of same with the Barton Springs Road and containing .44 acre and 2.93 acres of land, was received. Councilman Bartholomew moved that the application be referred to the Board of Adjustment for consideration and recommendation. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of Leon Mendez for change in zoning, from "B" Residence District to "C" Commercial District, of property located at 1122 Chicon Street, was received. Councilman Bartholomew moved that the application be referred to the Board of Adjustment for consideration and recommendation. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

Councilman Wolf 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 ORDINANCE BOOK "I", PAGES 301-318, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, THE AMENDATORY ORDINANCE HEREBY CHANGING THE USE DESIGNATION FROM LIMITED "B" RESIDENCE DISTRICT AND SECOND HEIGHT AND AREA DISTRICT TO "B-1" RESIDENCE DISTRICT AND SECOND HEIGHT AND AREA DISTRICT ON LOTS 5 TO 12, INCLUSIVE, OUTLOT 53, DIVISION D, AND CHANGING THE HEIGHT AND AREA DESIGNATION FROM FIRST HEIGHT AND AREA DISTRICT TO SECOND HEIGHT AND AREA DISTRICT ON CERTAIN LOTS AND BLOCKS IN FRUTH ADDITION AND CERTAIN LOTS AND BLOCKS IN DIVISION "E", ALL IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS; ORDERING A CHANGE IN THE USE MAPS SO AS TO RECORD THE CHANGES HEREBY ORDERED; AND DECLARING AN EMERGENCY.

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The ordinance was then read the second time and Councilman Wolf moved that the rule be further suspended and the ordinance be passed to its third reading. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

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

Pursuant to published notice thereof, the City Manager submitted bids received from the firms of Howard T. Cox & Company and Wade, Barton & Marsh, Auditors, for the annual audit of the City's books for the year 1947. The Council again deferred action on the matter for further consideration as to the kind of audit the City wants made, whether same shall be more detailed, and instructed the City Manager and the Finance Director to submit their

their recommendations as to how extensive the audit should be and to prepare specifications for bids so that a flat price on basis of specifications can be called for. The City Manager was further instructed to retain the firm of Howard Cox & Company as annual auditors until the matter is acted on.

Councilman Wolf 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 ON MAY 6, 1937, AND IS RECORDED IN BOOK "K", PAGES 159-179, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING ARTICLE IV, SECTION 22(f), BY ADDING TO THE LIST OF TWO-HOUR PARKING LOCATIONS THE AREA ON LAVACA STREET FROM NINTH STREET TO ELEVENTH STREET AND THE AREA ON TENTH STREET LYING BETWEEN LAVACA STREET AND GUADALUPE STREET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The ordinance was then read the second time and Councilman Wolf moved that the rule be further suspended and the ordinance be passed to its third reading. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

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

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

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

That Guiton Morgan, City Manager, be and he is hereby authorized and directed to execute an instrument granting to International-Great Northern

Railroad Company an easement upon the property and for the purposes stated in such instrument, a copy of which is hereto attached and made a part hereof.

(Copy of Easement attached)

THE STATE OF TEXAS :  
COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS:

That City of Austin, a municipal corporation situated in Travis County, Texas, acting by and through Guiton Morgan, its City Manager hereunto duly authorized, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the International-Great Northern Railroad Company, receipt of which is hereby acknowledged, and for which no lien is retained, has granted and conveyed, and by these presents does hereby grant and convey unto the International-Great Northern Railroad Company a temporary easement for the purpose and term hereinafter stated in and upon the following described tract or parcel of land:

A strip of land twenty-two (22) feet in width, part of the Isaac Decker League, in the City of Austin, Travis County, Texas, east of and adjacent to the east right-of-way line of the International-Great Northern Railroad Company, said twenty-two (22) feet strip of land beginning opposite edge of Pier 12 of the I-GN RR. Co. bridge across the Colorado River, and extending in a southerly direction parallel to the railroad right-of-way a distance of three hundred twenty (320) feet.

In and upon the easement hereinabove described, International-Great Northern Railroad Company may, at its own expense, provide protection for its railroad embankment by driving a row of steel sheet piling 320 feet long 22 feet east of its east right-of-way line and by backfilling behind such sheet piling, to prevent wash to the railroad embankment by Bouldin Creek.

The easement herein granted is for a term of five (5) years only, to commence on the date hereof and International-Great Northern Railroad Company shall have the privilege of removing the piling placed upon the easement during the term of this easement or at the expiration thereof.

TO HAVE AND TO HOLD the above described easement for the purposes herein stated, together with all and singular the rights and appurtenances thereto in anywise belonging unto the International-Great Northern Railroad Company, its successors and assigns for the term of five (5) years from the date hereof.

WITNESS the hand of the City of Austin this \_\_\_\_ day of \_\_\_\_\_, 1947.

CITY OF AUSTIN

Attest:

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

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

(Notary Public acknowledgment)

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilmen Wolf;

Noes : None

Absent: Councilman Thornberry

Councilman Wolf offered the following resolution and moved its adoption:

(RESOLUTION)

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

That the City Manager be, and he is hereby authorized and directed to execute for and on behalf of the City of Austin a contract with Jay H. Brown, Trustee, John D. Dahlich, and Agnes D. Van Devanter of Travis County, Texas, whereby the City of Austin will lease the upstairs of the Dahlich Store Building located at 15th and Lavaca Streets, together with the south half of the basement in said building and the elevator therein, all 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 of Lease Agreement attached)

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

THIS LEASE AGREEMENT is entered into on the date last herein written between Jay H. Brown, Trustee, John D. Dahlich, a single man, and Agnes D. Van Devanter, a widow, of Travis County, Texas, as lessors, and the City of Austin, a municipal corporation organized and existing under the laws of the State of Texas, acting herein by and through Guiton Morgan, its City Manager, hereunto duly authorized, as lessee, and is as follows:

I .

Lessors hereby lease to lessee, for use as a city-county health-welfare unit, or for any other municipal or public purpose, either alone or jointly with one or more other public agencies, the upstairs of the Dahlich Store Building, located at 15th and Lavaca Streets, in the City of Austin, Travis County, Texas, together with the south half of the basement in said building and the elevator therein, if the lessee shall elect to put it in operating condition.

II.

This lease shall begin on the first day of April, 1947, and shall terminate at 12:00 o'clock midnight on the thirty-first day of August, 1949, unless sooner terminated under the terms and provisions hereof or extended as hereinafter provided.

III.

The lessee has heretofore made certain improvements or alterations



to the leased premises, which will become the property of lessors at midnight on March 31, 1947, but lessee shall have and continue to have the privilege of removing any fixtures either heretofore or hereafter installed in the leased premises upon replacing any fixtures that it may have removed therefrom.

#### IV.

In consideration of this lease, lessee agrees and binds itself to keep and to perform all of the covenants and agreements stated herein and to pay to Jay H. Brown, Trustee, at his office in Austin, Texas, or at such other place as may from time to time be designated in writing by the lessors, rentals totalling the sum of \$18,850.00 in installments as follows: \$3,900.00 shall be paid on the first day of April, 1947, a like sum shall be paid on the first day of October, 1947, and the first days of April and October, 1948, and \$3,250.00 shall be paid on the first day of April, 1949.

#### V.

In the event of total or partial damage or destruction of the leased premises as a result of fire or other casualty to an extent which renders impractical the use of the undamaged part of the premises for the purposes of this lease as herein stated, this lease shall terminate as to both lessors and lessee. If the leased premises be partially damaged or destroyed by fire or other casualty to an extent which does not render impractical the use of the undamaged part of the premises for the purposes stated in this lease and if the same can be restored to the same condition they were in prior to such partial damage or destruction, lessors shall have the option to restore the same to their former condition at their own expense and this lease shall continue in effect. If lessors elect to restore the leased premises as aforesaid they shall notify the lessee of their exercise of such option within fifteen (15) days from the date of such partial destruction and shall be bound to restore the leased premises as aforesaid with reasonable diligence. Rentals shall abate to a just and proportionate extent, according to the nature and extent of the damage, during the time required to effect such restoration. If the lessors do not elect to restore said premises to their former condition, this lease shall terminate fifteen (15) days from the date of such partial damage or destruction, and lessors agree that they will pay to the lessee any unearned portion of the rentals paid in advance.

#### VI.

Lessors shall not rest under any duty to repair or improve the leased premises prior to the commencement of the lease term.

#### VII.

Lessee shall be privileged to make such improvements to or alterations in the leased premises as may be reasonably necessary to its use and enjoyment thereof, but provided, however, that lessee shall not make any improvement or alteration that will damage or weaken the building, and all improvements or alterations made by the lessee to the leased premises shall become the property of the lessors upon the expiration or termination of this lease agreement.

## VIII.

Lessors agree to keep the roof of the leased premises in repair during the lease term, repairs thereto to be made within a reasonable length of time after receipt of written notice from lessee advising lessors that said roof is in need of repair, but lessors shall not be liable or responsible to lessee for any loss, damage, or injury resulting from their failure to repair, or from any other cause, and regardless of any negligence on the part of lessors.

## IX.

Lessors reserve the privilege of entering upon the leased premises at all reasonable times for the purpose of making repairs thereto, if they elect to make any, but it is understood that they are under no obligation to make any such repairs other than to the roof. Lessors also reserve the privilege of showing the leased premises at all reasonable times to any person or persons who may be interested in renting or in buying the same.

## X.

Lessee agrees that it and all persons occupying any portion of the leased premises with its permission will comply with all laws of the State of Texas and of the United States of America, all ordinances of the City of Austin, and all regulations and requirements of all federal, state, and municipal boards and authorities relating to the use and occupancy of said premises.

## XI.

Lessee agrees to pay all charges for water, electricity, gas, and other utilities used on or furnished to the leased premises during the lease term and to be responsible for the proper care of all utility pipes, lines, and appliances on the leased premises.

## XII.

Lessee agrees that this lease can be extended after its termination from any cause only by and with the written consent of the lessors, and that the holding over by the lessee after such termination without the written consent of the lessors shall be a mere tenancy at will and may be terminated at any time by lessors without notice to lessee.

## XIII.

Upon the termination of this lease, lessee agrees immediately to quit and surrender possession of the leased premises in as good condition as they are when lessee first takes possession thereof under this lease agreement, ordinary wear and tear and damage by fire or any other casualty excepted.

## XIV.

Past due rentals shall bear interest from their due date until paid at the rate of 10% per annum. If the lessee fails to pay any installment of rent when it is due, or if it fails to comply with any of the other

covenants or obligations contained in this agreement, and if any such default shall continue for ten (10) days or more, then the lessors shall have the option, without demand or notice of any character, either to forfeit this lease, whereupon they shall then be entitled to take immediate possession of the premises, acting themselves or through any agent, servant, or employee of their selection, or so to retake possession of the leased premises and use reasonable diligence to rent the same for the account of the lessee at the best price and on the best terms obtainable, crediting all rents so received upon the obligation of the lessee hereunder. Acceptance by lessors of rents after they are due shall not be construed as a waiver of either of the foregoing options or of any of the other covenants and agreements contained herein. In the event lessors exercise either of the foregoing options and retake possession of the leased premises, whether by force or otherwise, said lessors shall not be liable to lessee in any manner whatever, and lessee expressly waives any and all claims and causes of action which it may or might have against the lessors by reason of any such re-entry.

XV.

If it becomes necessary for lessors to secure the services of an attorney in order to collect any amount due hereunder or to enforce any of the provisions hereof, lessee agrees and binds itself to pay to lessors, in addition to such rent as may be due, a reasonable attorney's fee, which shall not in any event be less than 10% of the amount of rentals then unpaid.

XVI.

Lessee agrees not to assign, let, or underlet all or any part of the leased premises, except as permitted by paragraph I hereof, and not to occupy or allow the same to be occupied during the lease term for any purposes other than those above stated in paragraph I hereof, without first procuring written consent from the lessors.

XVII.

The provisions of the statutes of the State of Texas in regard to the landlord's lien are hereby made a part of this contract and, in addition, lessee hereby gives and grants to lessors an express contract lien on all personal property of lessee placed in or upon the leased premises, all for the purpose of more fully securing the payment of the rentals herein contracted to be paid by lessee to lessors.

XVIII.

Lessors give and grant to lessee an option to renew and extend this lease for an additional two year period, beginning September 1, 1949, and ending August 31, 1951, which option is granted and shall be exercised upon the terms and conditions following. If lessee wishes to exercise said option then not earlier than May 1, 1949, nor later than June 1, 1949, it shall give lessors written notice of its desire to renew this lease for such period. Within fifteen (15) days after receipt of such notice, lessors shall give to lessee a written statement of the amount they are willing to accept for such renewal of this lease and the terms upon which it shall be payable, and within fifteen (15) days after receipt of such statement

lessee shall notify lessors in writing of its acceptance or rejection of such offer. If the same be accepted, then all of the other terms and conditions of this lease shall continue in effect during the term for which this lease may be so renewed and extended.

## XIX.

The foregoing paragraphs numbered I through XVIII, inclusive, contain the entire agreement between the parties hereto, and both lessors and lessee agree that this contract cannot be altered or varied by any prior, contemporaneous, or subsequent oral agreement, representation, or understanding.

Executed in duplicate originals, this \_\_\_\_ day of \_\_\_\_\_, 1947.

\_\_\_\_\_  
Jay H. Brown, Trustee

\_\_\_\_\_  
John D. Dahlich

\_\_\_\_\_  
Agnes D. Van Devanter

LESSORS

CITY OF AUSTIN

Attest:

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

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

LESSEE

(Notary Public Acknowledgments of  
Lessors and Lessee )

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;

Noes : None

Absent: Councilman Thornberry

Councilman Glass offered the following resolution and moved its adoption:

## (RESOLUTION)

WHEREAS, Texas Public Service Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council; therefore,

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

THAT Texas Public Service Company be, and the same is hereby,

permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in AVENUE F, from a point 299 feet south of East 54th Street northerly 852 feet, the centerline of which gas main shall be 12 feet west of and parallel to the east property line of said Avenue F.

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

(2) A gas main in EAST 22nd STREET, from a point 76 feet east of Alamo Street easterly 272 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 East 22nd Street.

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

(3) A gas main in ALTA VISTA AVENUE, from a point 208 feet south of Fairmount Avenue southerly 80 feet, the centerline of which gas main shall be  $13\frac{1}{2}$  feet east of and parallel to the west property line of said Alta Vista Avenue.

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

(4) A gas main in NORTH LOOP BOULEVARD, from a point 10 feet west of Woodrow Avenue westerly 92 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 North Loop Boulevard.

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

(5) A gas main in BONNIE ROAD, from a point 35 feet east of Schulle Avenue westerly 157 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 Bonnie Road.

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

(6) A gas main in FUNSTON STREET, from West 33rd Street northerly 54 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 Funston Street.

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

(7) A gas main in AZTEC DRIVE, from a point 110 feet north of Bowman Avenue northerly 66 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 Aztec Drive.

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

(8) A gas main in OXFORD AVENUE from a point 260 feet north of Collier Street southerly 268 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 Oxford Avenue.

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

(9) A gas main in COLLIER STREET from Oxford Avenue northerly 28 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 Collier Street.

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

(10) A gas main in EAST 55TH STREET from Bennett Avenue westerly 420 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 East 55th Street.

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

(11) A gas main in CEDAR AVENUE from East 12th Street southerly 329 feet, the centerline of which gas main shall be  $6\frac{1}{2}$  feet west of and parallel to the east property line of said Cedar Avenue.

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

(12) A gas main in CONCHO STREET from East 13th Street northerly 196 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 Concho Street.

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

(13) A gas main in EXPOSITION BOULEVARD from a point 152 feet south of West 35th Street southerly 176 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 Exposition Boulevard.

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

(14) A gas main in BRENTWOOD AVENUE from Georgetown Road easterly 1150 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 Brentwood Avenue.

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

(15) A gas main in WATSON STREET from Taulbee Street northerly 190 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 Watson Street.

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

(16) A gas main in HASKELL STREET from a point 57 feet east of Chalmers Avenue westerly 228 feet, the centerline of which gas main shall be 23 feet south of and parallel to the north property line of said Haskell Street.

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

(17) A gas main in EAST 3RD STREET from a point 88 feet east of Salina Street westerly 205 feet, the centerline of which gas main shall be 19 feet south of and parallel to the north property line of said East 3rd Street.

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

The Texas Public Service Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the Department of Public Works not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

And that whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

That the work and laying of said gas mains, including the excavation in the streets and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchise granted to said Company by the City of Austin.

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf

Noes : None

Absent: Councilmen Thornberry

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves the property abutting upon the west shore of Lake Austin as a service station site, which property is owned by B. M. Paul and is designated as Lots 33 and 34, and a part of the S. J. Larson tract of the Lakeshore Addition as recorded in the records of Travis County, Texas, and hereby authorizes the said B. M. Paul to operate a Marine Service Station consisting of a 550-gallon underground tank and one electric pump to service boats on Lake Austin, subject to the same's being operated 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 operation of this Marine Service Station after full compliance with all the provisions of this resolution, and 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, traffic and fire regulations; and the right of revocation is retained, if, after hearing, it is found by the City Council that the said B. M. Paul has failed and refused, and will continue to fail and refuse, to perform any such conditions, regulations, and ordinances.

(Recommendations attached)

"Austin, Texas  
February 27, 1947

Mr. Guiton Morgan  
City Manager  
Austin, Texas

Dear Sir:

I, the undersigned, have considered the application of Lakeside Yacht Club, through its agent, B. M. Paul, for permission to operate a Marine Service Station consisting of a 550-gallon underground tank and one electric pump upon property abutting upon the west shore of Lake Austin, which property is designated as Lots 33 and 34, and a part of the S. J. Larson tract of the Lakeshore Addition as recorded in the records of Travis County, Texas.

I recommend that this permit be granted subject to the following conditions:

(1) That the gasoline tanks and pumps shall be of an approved type and shall bear the label of the Underwriter's Laboratories, Inc., and that all tanks and pumps shall be installed in compliance with the Ordinance governing the storage and handling of gasoline for Marine Service at docks and boat houses.

(2) That "NO SMOKING" signs shall at all times be prominently displayed, and no person shall be permitted to smoke on the premises where



gasoline is handled or stored.

(3) That all fees shall be paid and a permit secured from the Building Inspector's office before any installation work is started, and that no equipment shall be placed in operation until after final inspection and approval of same.

Respectfully submitted,

(Sgd) J. C. Eckert  
Building Inspector. "

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilmen Wolf;

Noes : None

Absent: Councilman Thornberry

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves the property situated on the north side of East 1st Street as a private gasoline plant, which property is owned by Superior Dairies, and is designated as part of Lot 5, Block 11, of the Original City of Austin, Travis County, Texas, and hereby authorizes Superior Dairies to operate a private gasoline plant consisting of a 1500 gallon underground tank and electric pump for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, subject to the same's being operated 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 operation of this private gasoline plant after full compliance with all the provisions of this resolution, and 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, traffic and fire regulations; and the right of revocation is retained, if, after hearing, it is found by the City Council that said Superior Dairies have failed and refused, and will continue to fail and refuse to perform any such conditions, regulations, and ordinances.

(Recommendations attached)

"Austin, Texas  
February 27, 1947

Mr. Guiton Morgan  
City Manager  
Austin, Texas

Dear Sir:

I, the undersigned, have considered the application of Superior Dairies

for permission to operate a private gasoline plant consisting of a 1500 gallon underground tank and electric pump for the sole purpose of servicing their own motor equipment and from which no gasoline is to be sold, upon property located on the north side of East 1st Street, which property is designated as part of Lot 5, Block 11, of the Original City of Austin, Travis County, Texas, and locally known as 600 East 1st Street.

This property is located in a "C-2" Commercial District and I recommend that this permit be granted, subject to the following conditions:

(1) That the gasoline tanks and pumps shall be of an approved type, and shall bear the label of the Underwriters Laboratories, Inc., and that all tanks and pumps shall be installed in compliance with the ordinance governing the storage and handling of gasoline.

(2) That all pumps shall be located not nearer than 10 feet to the property line and so located that cars stopped for the purpose of receiving gasoline or other supplies shall not in any way obstruct the free passage of traffic on either the sidewalk, street, or alley.

(3) That "NO SMOKING" signs shall at all times be prominently displayed and no person shall be permitted to smoke on the premises where gasoline is handled or stored.

(4) That all fees shall be paid and a permit secured from the Building Inspector's office before any installation work is started, and that no equipment shall be placed in operation until after final inspection and approval of same.

Respectfully submitted,

(Sgd) J. C. Eckert  
Building Inspector. "

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;

Noes : None

Absent: Councilman Thornberry

On motion, duly seconded, the Council unanimously ratified its informal action of February 26, 1947, appointing Julian C. Clopton, attorney-at-law, a Judge of the Corporation Court of the City of Austin, effective February 27, 1947, in order that Judge Clopton might sit as Judge of the Corporation Court during the temporary absence of Judge J. W. Maxwell, who, on account of illness, is at present unable to perform the duties of his office.

Councilman Glass offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, in April, 1942, the City of Austin entered into an agreement

with the United States of America to supply necessary funds for the acquisition of land to be used as an Army Air Base located in the vicinity of Del Valle, Texas, upon certain terms and conditions; and

WHEREAS, subsequent thereto and pursuant to said agreement, land aggregating 2942.96 acres was acquired by purchase and condemnation in the vicinity of Del Valle, Texas, and an additional tract consisting of 45.756 acres was acquired for a railroad right-of-way to serve the proposed Air Base; and

WHEREAS, in accordance with the terms of the agreement between the City of Austin and the United States of America legal title to all of said lands, amounting in the aggregate to 2988.716 acres, was placed in the United States of America, and the City of Austin supplied all of the consideration therefor in a maximum sum of \$466,600.00 with equitable title to the land in the City of Austin by virtue of a constructive trust growing out of said agreement and transactions pursuant thereto; and

WHEREAS, the United States Government established an Army Air Base on the 2942.96 acres of land in the vicinity of Del Valle, Texas, which Air Base was designated Bergstrom Field and which base is still maintained and operated by the United States Government; and

WHEREAS, the terms and conditions of the agreement heretofore referred to between the City of Austin and the United States of America were that legal title to all of said lands, including the air base proper, runway extensions and railroad right-of-way, should be and remain in the United States of America so long as an Army Air Base should be operated by the Government on said premises, and that equitable title should be and remain in the City of Austin until such time as the Government abandon said field as an Army Air Base, when upon said abandonment all right, title, and interest in said lands would revert to the City of Austin, together with runways, roads and similar improvements, with the option in the City of Austin to acquire all structures, buildings, and other permanent improvements; Now, Therefore,

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

That it is the desire and preference of the City Council that a permanent Army Air Base shall be operated by the United States of America on the lands acquired in the vicinity of Del Valle, Texas, and known as Bergstrom Field so long as the maintenance and operation of said Air Base shall be deemed feasible and desirable by the United States Government, and that only upon abandonment of Bergstrom Field as a permanent Army Air Base should the City of Austin request or demand that full legal and equitable title to said lands, together with all improvements including runways, roads, railroads, structures and other buildings, revert to and vest in the City of Austin.

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;

Noes : None

Absent: Councilman Thornberry

Councilman Wolf offered the following resolution and moved its adoption:

(RESOLUTION)

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

That Guiton Morgan, City Manager, be and he is hereby authorized to execute on behalf of the City of Austin a lease to the United States of America, all in accordance with the terms and provisions of a certain lease contract, a copy of which is attached to this resolution and made a part hereof for all purposes.

(Copy of Lease attached)

LEASE

Between

and

The United States of America

1. THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and \_\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, for heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, vis:

to be used exclusively for the following purposes (see instruction No. 3):

Naval Reserve Training Purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning 1 June 1946 and ending 1 June 1947.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One Dollar (\$1.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1967.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: NONE.

7. The Government shall pay the Lessor for the premises rent at the following rate: \$1.00 per annum. Payment shall be made at the end of each fiscal year.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government 20 days before the termination of the lease.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
(Address)  
UNITED STATES OF AMERICA

By \_\_\_\_\_

\_\_\_\_\_  
(Official title)

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf

Noes : None

Absent: Councilman Thornberry

The application of D. F. SAMUEL, 300 Congress Avenue, for a license to operate as a taxicab a 1946 model 4-door Chevrolet Sedan, Motor No. DAA39517, State License No. HN-2909, duly approved by the City Manager, was submitted. Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of JONAS M. WASHINGTON, 1121½ East 11th Street, for a license to operate as a taxicab a 1939 Model, Ford Delux, Motor No. 4783022, State License No. FX-1630, duly approved by the City Manager, was submitted. Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of ERNEST J. KUNKEL, 907 South 2nd Street, for a license to operate as a taxicab a 1941 Model Chevrolet Sedan, Factory No. AA-1193, State License No. AC-1874, duly approved by the City Manager, was submitted. Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of ALBERT DAVIS ROWLAND, 1400 West 6th Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of WILBUR WILSON SWINNEY, 602 Rio Grande Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of ELMER BEAUMONT, 109 West 18th Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of ALBERT CHARLES CLAWSON, 2405 West 10th Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of ROBERT FRANCIS FHRMAN, 721 Park Boulevard, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of LONNIE B. LIGHT, 1602 Garden Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf ;  
Noes : None  
Absent: Councilman Thornberry

The application of JAMES DAVID MALONE, Route 5, Box 215, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The application of JONAS M. WASHINGTON, Colored, 501 Sabine Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Wolf moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

Councilman Wolf introduced the following ordinance:

AN ORDINANCE ORDERING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING FIVE COUNCILMEN OF THE CITY OF AUSTIN FOR A TERM OF TWO YEARS BEGINNING MAY 1, 1947; DESIGNATING THE POLLING PLACES IN THE VARIOUS WARDS; AND PROVIDING THE PROCLAMATION OF SAID ELECTION.

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

The ordinance was then read the second time and Councilman Wolf moved that the rule be further suspended and the ordinance be passed to its third reading. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;  
Noes : None  
Absent: Councilman Thornberry

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

Ayes : Councilmen Bartholomew, Glass, Mayor Miller, Councilman Wolf;

Noes : None

Absent: Councilman Thornberry

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

Upon motion, seconded and carried, the meeting was then recessed, subject to call of the Mayor.

Approved: Tom Miller.

MAYOR

Attest:

Shelia M. Keenan

CITY CLERK