

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

September 23, 1948
10:40 A. M.

Council Chamber, City Hall

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

Roll call

Present : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Absent : None

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.

The Fire Prevention Committee of the Chamber of Commerce, with Forest Pearson, as spokesman, came before the Council and requested that the Mayor issue a proclamation proclaiming the week beginning October 3, 1948, as Fire Prevention Week. Councilman Bartholomew moved that the request be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

A petition signed by residents of the Montopolis area adjacent to the city limits, presented by C. W. Frensley, asking for police protection on account of lawlessness of patrons of a night club in that vicinity. The petitioners were advised that the City has no jurisdiction in such matters outside of the city limits, but that in cases involving life and death, if no help were available from the Sheriff's Department, the City would give such aid as it could.

A representative of the Cole Bros. Circus came before the Council and asked for permission to parade its calliope on the streets without paying the usual fee. The request was granted.

C. T. Ballard, representing the Consumers Association of America, came before the Council and asked for permission to use Wooldridge Park on Tuesday, P. M., for a public speaking. The request was granted, with the understanding that a charge of \$5.00 for lights be made.

The public hearing on various amendments to the text of the Zoning Ordinance, continued from the last regular meeting, was opened.

The following appeared in opposition to the proposed amendment to Section 10, paragraph (a), of the Zoning Ordinance to permit the sale, dispensing, and serving of wine and beer in a restaurant in an "H" Heavy Industrial District in accordance with the provisions in a "C-1" Commercial District:

Travis Howard, 1113 Springdale Road, declared that the change would adversely affect Govalle as most of the residents there were home owners with children; that there was no objection to commercial areas where best fitted, but they did object to a zone for beer and liquor; and, further, that the area in question is dry by a vote of the people.

Herman Jones, representing the Austin Housing Authority, suggested that "C-1" zoning be automatically extended to "H" Heavy Industrial Districts, except within 200 feet of residential property.

Arthur Sandlin, representing the dry leaders, declared that the City Council should go slow in making changes in the Zoning Ordinance because people buy property with reference to its zoning classification; that he understood the Zoning Board voted against the change, and that heavy industries were opposed to it; that, while the four restaurants in that area might prosper by selling beer, the residents would suffer; that the present zoning having been in effect since 1934, he could see no reason for changing it now, and that the result of the change would be to bring more beer into that area and cause more trouble.

The Reverend C. A. Baskin, representing the Govalle Avenue Baptist Church, declared that he was opposed to any new territory for liquor on account of the schools; that this is one of the finest residential sections of the City, and one of the reasons why was because there was no liquor sold there, and he could see no reason why it should be put in an area where it is not necessary; and, further, that no high-class restaurant would locate there.

The Reverend L. R. Cole, Pastor of the Capitol Heights Baptist Church, the Reverend J. N. Marshall, and several other interested citizens were also present to oppose the change.

The following appeared and spoke for the change:

Emmett Shelton, representing his client who operates a restaurant at 509 Pedernales Street, which is located in an "H" Heavy Industrial District, declared that she was unable to keep her customers because she could not sell beer.

All present having been given an opportunity to be heard, Councilman Glass then moved that the matter be taken under study to find out whether this area is legally dry by a vote of the people, and to get a further reaction of the people living there to the change. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Pursuant to published notice thereof, the public hearing on the application of O. R. Bertram to amend the Zoning Ordinance in the following particular:

To amend the USE designation of the following described property so as to change the same from "A" Residence District to "C" Commercial District, to-wit:

Lots 1 and 2, Block 31, Christian and Fellman Addition, being located at the northeast corner of Swisher Street and Manor Road, in the City of Austin, Travis County, Texas,

was duly opened.

The following persons, either by representative or in person, appeared to protest the change:

G. F. Bastian
Mrs. William Schulze
Mrs. Virginia W. Sharbrough
Mrs. August Keng
Miss Albrecht

on the grounds that traffic would be greatly increased, thereby endangering the safety of the school children; that the establishments to be built would face East Avenue, thus leaving the property owners on Swisher Street to face the rear of such buildings, which might prove to be an eyesore; and that, since the applicant is not going to build on the property now, the change be not made at present as same would decrease the value of remaining residential property and greatly jeopardize the interest of property owners on Swisher Street.

The written protest of Miss Lena W. Welch was also received.

All property owners and other interested persons having been given an opportunity to be heard, Councilman Glass moved, seconded by Councilman Johnson, that the hearing be closed and the action of the Board of Adjustment be sustained and the change be granted; and the City Attorney be instructed to prepare the ordinance. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Pursuant to published notice thereof, the public hearing on the application of Carpenters' Union Local No. 1266 to amend the Zoning Ordinance in the following particular:

To amend the USE designation of the following described property so as to change the same from "A" Residence District to "C" Commercial District, to-wit:

Lot 11, Block 2, Pecan Grove Addition, located at the southwest corner of Butler Road and Josephine Street, in the City of Austin, Travis County, Texas,

was duly opened.

No property owner or other interested person appearing to protest the proposed change, Councilman Johnson moved that the action of the Board of Adjustment be sustained and the change be granted; and the City Attorney be instructed to prepare the ordinance. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Pursuant to published notice thereof, the public hearing on the application of Mr. and Mrs. W. G. Lear to amend the Zoning Ordinance in the following particular:

To amend the USE designation of the following described property so as to change the same from "A" Residence District to "C" Commercial District:

100'x161.3 feet out of Lots 1 and 2, Jones and Sedwick Subdivision, located at the southwest corner of West 31st Street and Lamar Boulevard, and a tract 100'x114' out of the Unplatted Spear League located at the northeast corner of West 31st Street and Lamar Boulevard, in the City of Austin, Travis County, Texas,

was duly opened.

No property owner or other interested person appeared to protest the proposed change.

Action on the above matter was deferred by the City Council.

Pursuant to published notice thereof, the public hearing on the application of W. E. Phillips to amend the Zoning Ordinance in the following particular:

To amend the USE designation of the following described property so as to change the same from "C" Commercial District to "C-2" Commercial District:

Lot 10, Block 1, Outlet 34, Division "B", being located at the southeast corner of East 13th and Chicon Streets, in the City of Austin, Travis County, Texas,

was duly opened.

No property owner or other interested person appeared to protest the proposed change.

Councilman Bartholomew moved that the hearing be closed and the action of the Board of Adjustment be sustained and the change be denied. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

The public hearing scheduled for this day on the application of Robt. P. Toomey to amend the Zoning Ordinance so as to change the zoning of the property located on the north side of Barton Springs Road across from

Kinney Avenue, from "C" Commercial District to "C-1" Commercial District, was postponed to the next regular meeting .

The following report of the Board of Adjustment was received:

"ZONING BOARD OF ADJUSTMENT
AUSTIN, TEXAS
ZONING CHANGE RECOMMENDATION .

Applicant: Bert Ford, Attorney for V. G. Okie et al

I. Referred to the Board by the City Council on : August 12, 1948

II. Property affected:

Lots 1 through 25, Arboles Terrace, and the northeast 75'x150' of Block 2, Arboles Estates, being the property on the south side of Barton Springs Road between Bouldin Avenue and Dawson Road and locally known as 901 through 1027 Barton Springs Road.

III. To be changed

From : "C-1" Commercial District and Second Height and Area District

To : "C-2" Commercial District and Second Height and Area District

IV. Considered by the Board on : August 24, 1948, and September 14, 1948

V. Parties appearing:

For : Bert Ford and V. G. Okie

Against: None. Eugene L. Meyer and W. G. Kinney appeared and offered no objection to the proposed use, but did object to any change which would permit a veterinary hospital.

VI. Action of the Board : Change not recommended.

For the following reasons:

1. This application is for the change of an entire block fronting on Barton Springs Road for the sole purpose of permitting the sale of beer in packages in a proposed grocery store to be located in this area and would permit all the uses listed in the Zoning Ordinance for a "C-2" Commercial District on any portion of this area.
2. The present zoning maps show that there is now a "C-2" Commercial District on both sides of Barton Springs Road from Congress Avenue to Bouldin Avenue which would provide ample space for this use.

3. The Board deemed that it would be inconsistent with sound zoning principles to zone an entire block just to permit one property owner to use one portion thereof for one particular purpose and that the merits of the right to sell warm beer in packages or cartons in a grocery store is a matter of policy to be determined by the City Council as a general revision of the Zoning Ordinance and not as a repetitive amendment to the Ordinance for each individual case that may arise when such a privilege is requested. The Board, therefore, does not recommend this change as herein presented.

(Sgd) H. F. Kuehne
Chairman. "

Councilman Johnson moved that a public hearing on the application of V. G. Okie for change in zoning be called for Thursday, October 14, 1948, at 11:00 A. M. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

The following report of the Board of Adjustment was received:

"ZONING BOARD OF ADJUSTMENT
AUSTIN, TEXAS
ZONING CHANGE RECOMMENDATION .

Applicant: Eugene Vega, Jr.

I. Referred to the Board by the City Council on : August 12, 1948

II. Property affected:

Lots 5, 6, 7, and 8, Block L, Driving Park Addition, being located at the southeast corner of Haskell and Anthony Streets and locally known as 2101, 2103, 2105, and 2107 Haskell Street.

III. To be changed

From : "A" Residence District and First Height and Area District

To : "B" Residence District and First Height and Area District

IV. Considered by the Board on : August 24, 1948, and September 21, 1948

V. Parties appearing:

For : Eugene Vega, Jr.

Against: None

VI. Action of the Board: Change not recommended

For the following reasons:

1. This application is for a change of zoning on property consisting of four lots at the southeast corner of Haskell and Anthony Streets, two of which lots are developed with one-family residences, for the purpose of permitting the applicant to use two buildings which he has placed on the corner lot for two-family residences which would exceed the number of families permitted under the present zoning classification.
2. An examination of this section of the City discloses the fact that the present development consists of one-family, small homes, with only one two-family dwelling in the surrounding area as shown by the recent land use survey and indicated on the land use map.
3. The Board deemed that, in view of this survey, this area is definitely an "A" Residence District with a predominance of one-family dwellings which gives it an exceptionally high use character, and that to permit the use of the applicant's lots for multi-family purposes permitted in a "B" Residence District would be out of harmony with the character of the neighborhood and prejudicial to the interests of the present property owners and not justifiable in the interests of the neighborhood.

(Sgd) H. F. Kuehne
Chairman. "

Councilman Johnson moved that a public hearing on the application of Eugene Vega, Jr., for change in zoning be called for Thursday, October 14, 1948, at 11:00 A. M. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

The following report of the Board of Adjustment was received:

"ZONING BOARD OF ADJUSTMENT
AUSTIN, TEXAS
ZONING CHANGE RECOMMENDATION .

Applicant: Jane Sumner, Attorney for Roberta Robinson et al

I. Referred to the Board by the City Council on: August 5, 1948

II. Property affected:

Lots 2, 3, 4, 5, and 6, Block 1, Alta Vista Addition, being located on the east side of Alice Avenue and locally known as 44007-09-11-13-15 Alice Avenue.

III. To be changed

From : "A" Residence District and First Height and Area District

To : "C" Commercial District and Second Height and Area District

IV. Considered by the Board on : August 17, August 24, and Sept. 21, 1948

V. Parties appearing:

For : Jane Sumner, Mrs. Lena Norred, Mrs. Roberta Robinson

Against: Mrs. Martha Shipp, Mrs. Ebner, Mrs. Laura Krebs, and
E. H. Smartt for Mr. and Mrs. Krebs and representing the
Rosedale Baptist Church.

VI. Action of the Board: Change recommended

For the following reasons:

1. This application is for a change of zoning on property located on the east side of Alice Avenue opposite commercial zones, and the applicants affirm that their property is not desirable for residential purposes because of increasing commercial development in the area.
2. The Board deemed, in view of the fact that the triangle between Alice Avenue and Burnet Road across the street from this property, as well as all the property extending from 44th Street north on the west side of Burnet Road, is now zoned commercial, and that the existing residences are deteriorating and probably would not be replaced with new residences, thereby lowering the value of the property for this use, that this property is not desirable for residential development.
3. The Board, therefore, deemed that the property would be more desirable for commercial development and should be zoned the same as the property across the street.

(Sgd) H. F. Kuehne
Chairman. 8

Councilman Johnson moved that a public hearing on the application of Roberta Robinson et al for change in zoning be called for Thursday, October 14, 1948, at 11:00 A. M. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Jack Lewis, University of Texas student, came before the Council and requested permission to set off some explosives at the power show to be given on the lawn of the University Presbyterian Church. Councilman Johnson moved that the request be granted, and the Chief of Police be directed to give them police protection. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Councilman Glass 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 Thomas J. North for the laying of certain water mains, sanitary sewer mains and other pipes in Breezy Hollow Addition, Section I, in the City of Austin, Travis County, Texas, in accordance with the terms and provisions of a certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes.

(Contract attached)

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

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and Thomas J. North, of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer:
W I T N E S S E T H :

I.

(a) The City of Austin for the consideration hereinafter stated agrees to furnish all labor, tools, equipment, implements, appliances, and materials necessary to lay and agrees to lay the certain water mains and other pipes in Breezy Hollow Addition, Section I, on the streets and at the locations described as follows:

Six-inch (6") cast iron water main in Joe Sayers Avenue, from Koenig Lane south approximately 110', with tie-in to 12" line on Koenig Lane.

(b) The City of Austin for the consideration hereinafter stated agrees to furnish all labor, tools, equipment, implements, appliances and materials necessary to lay and agrees to lay the certain sanitary sewer mains and other sewer pipes in Breezy Hollow Addition, Section I, on the streets and easements at the locations described as follows:

Sanitary sewer main in Joe Sayers Avenue, from Koenig Lane to Lot 2, Block B, Breezy Hollow Addition, Section I.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Four Hundred and Fifty Dollars (\$450.00) when completed, of which cost the sum of Three Hundred and Fifty Dollars (\$350.00) is estimated to be the cost of the water lines and the sum of One Hundred Dollars (\$100.00) is estimated to be the cost of these sewer lines; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefits of the Customer in order to furnish water service and sewer to him, agrees to deposit the sum of Four Hundred and Fifty Dollars (\$450.00) with the City of Austin prior to commencement of the work.

III.

Within a reasonable time after deposit of the sum or sums of money as provided in Paragraph II, the City of Austin agrees to commence construction

of the utility improvements described in Paragraph I and to prosecute said work in a good and workmanlike manner and with reasonable diligence until fully completed; but delays occasioned by matters and events over which the City has no control shall be excepted and not included in the time reasonably required to complete the work.

IV.

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

V.

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

VI.

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

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to twice the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the water mains and sewer lines described above for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to 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 customers having a direct connection with said water mains and sewer lines, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before the expiration of said ten (10) year period the principal sum of such cost has been repaid, further payment shall cease.

VII.

It is agreed that the City may make such repairs and changes in all

of said utility improvements, pipes, hydrants, and connections necessary to the orderly conduct of proper utility systems. Title to all said utility improvements shall be and remain at all times in the City of Austin.

VIII.

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

IX.

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

IN TESTIMONY WHEREOF, the City of Austin has caused this instrument to be executed in duplicate, this the ____ day of _____, 1948.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk

Thomas J. North

Approved:

Director of Utilities

Director of Public Works

City Attorney

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

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

That the City Manager be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with Roswell G. Miller, for the laying of certain water mains and other pipes in Northumberland Road, in the City of Austin, Travis County, Texas, in accordance with the terms and provisions of a certain contract, a copy of which is attached to this Resolution and made a part hereof for all purposes:

(Copy of Contract Attached)

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

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and Roswell G. Miller, of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer;
W I T N E S S E T H :

I.

(a) The City of Austin for the consideration hereinafter stated agrees to furnish all labor, tools, equipment, implements, appliances, and materials necessary to lay and agrees to lay the certain water main and other pipes in the street and at the location described as follows:

Six-inch (6") cast iron water main in Northumberland Road,
from west side of Lot No. 30 westward approximately 358'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Six Hundred and Seventy-nine Dollars (\$679.00) when completed; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefit of the Customer in order to furnish water service to him, agrees to deposit the sum of Six Hundred and Seventy-nine Dollars (\$679.00) with the City of Austin prior to commencement of the work.

III.

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

IV.

The deposit provided for in Paragraph II is an estimate only of the cost of constructing the utility improvements described in Paragraph I; and it is agreed that if the actual cost of such work is less than the amount deposited by the Customer, the City of Austin after the work is completed

will refund to the Customer the difference between the actual cost and the estimated cost of such work, but if the actual cost of such work shall exceed the amount of said deposit, the Customer agrees upon notice from the City immediately to deposit an additional sum to make up the difference between the estimated cost and the actual cost of the work.

V.

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

VI.

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

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the water mains described above for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceding calendar year from the service and sale of water from said water lines for usual, customary, and normal domestic, commercial and industrial uses to customers having a direct connection with said water mains, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and if at any time before the expiration of said ten (10) year period the principal sum of such cost has been repaid, further payment shall cease.

VII.

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

VIII.

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

IX.

It is agreed that the City of Austin may at its option retain any part

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

IN TESTIMONY WHEREOF, the City of Austin has caused this instrument to be executed in duplicate by its City Manager, attested by its City Clerk, with its corporate seal affixed, and the said Roswell G. Miller has executed this instrument in duplicate, this the ____ day of _____, 1948.

CITY OF AUSTIN

Attest:

By

City Clerk

City Manager

Roswell G. Miller

Approved:

Director of Utilities

Director of Public Works

City Attorney

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayer Miller

Noes : None

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

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

That the City Manager be and he is hereby authorized and directed to enter into a contract on behalf of the City of Austin with Joel Manning for the laying of certain water mains and other pipe in Thompson Street and Glen Rae Street, in the Manning Addition, 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 Contract attached)

STATE OF TEXAS :

COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, and Joel Manning.

of Travis County, Texas, hereinafter sometimes called Owner, WITNESSETH:

I.

As part of the development of Manning Addition, a subdivision in the City of Austin, Travis County, Texas, the Owner desires to provide the following utilities:

(a) Water mains and other pipes to be located in streets and easements to serve all of such Addition.

II.

It is estimated that all of the work described in Paragraph I will cost the sum of Sixteen Hundred Dollars (\$1600.00) when completed.

III.

At the present time, the Owner desires to develop only a part of said Manning Addition, the part now to be developed being the part thereof to be served by the water mains described and located as follows:

(a) Two-inch (2") cast iron water mains and other pipes in the following streets and locations:

Thompson Street, from Glen Rae Street westward approximately 120';
In Glen Rae Street, from Thompson Street northward approximately 380'.

It is agreed that the estimated cost of this part of the development will be the sum of Five Hundred Dollars (\$500.00).

IV.

As consideration for the obligations of the City of Austin herein undertaken, which are assumed for the benefit of the Owner in order to furnish water service to him, Owner agrees to deposit the sum of Five Hundred Dollars (\$500.00), being the estimated cost of the water lines now to be constructed, with the City of Austin prior to the commencement of the work herein provided to be done by it.

V.

The City of Austin agrees to furnish all labor, tools, equipment, implements, appliances, and materials necessary to lay, and agrees to lay, the water mains and other pipes described in Paragraph III of this contract.

VI.

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

VII.

The deposit provided for in Paragraph IV hereof is an estimate only of the cost of the work to be done by the City as described in Paragraph V; and it is agreed that if the actual cost of such work is less than the amount deposited by the Owner the City of Austin, after the work is completed and subject to the provisions of Paragraphs XII and XIV hereof, will refund to the Owner the difference between the actual cost and the estimated cost of such work. But if the actual cost of such work shall exceed the amount of said deposit, Owner agrees, upon notice from the City, immediately to deposit an additional sum to make up the difference between the estimated cost and the actual cost of the work.

VIII.

Immediately after completion of the work described in Paragraph V, the City of Austin will furnish to the Owner a statement of such costs, together with the date of completion of the work; and the City of Austin is hereby authorized, through its officers and agents, to note on this contract the correct figures stating the actual cost of such work and the date of completion.

IX.

It is agreed that, subject to the provisions of Paragraphs XII and XIV hereof, the Owner shall be reimbursed for the money deposited as provided in Paragraph IV hereof in the following manner: Within sixty (60) days after the first day of January following completion of the work described in Paragraph V, the City shall pay to the Owner a sum equal to the gross amount of income realized by the City from the service and sale of water to customers having a direct connection with the water mains constructed as provided in Paragraph V for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Owner a sum equal to the gross income realized by the City during the preceding calendar year from the preceding calendar year from the service and sale of water from said water lines or mains to its customers having a direct connection with said water mains, until the total amount of the cost of the work provided in Paragraph V shall have been repaid; but in no event shall the City make such payment for a period of time longer than ten (10) years from the date of completion of said work as such date is noted on this contract under the provisions of Paragraph VIII.

X.

It is agreed that the title to all improvements to be constructed as provided herein shall be and remain in the City of Austin and the City may make such repairs, changes, and connections therewith as may be proper or necessary to the orderly conduct of its water system.

XI.

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 Owner agrees to comply with all such provisions of such laws, ordinances, and Charter.

XII.

It is agreed that the City of Austin may, at its option, retain all or any part of the deposits made by the Owner in compliance with Paragraphs IV and VII of this Contract and refuse to make the payments and refunds provided for in Paragraphs VII and IX of this Contract in the event the Owner shall fail or refuse to comply substantially with any obligation lawfully imposed upon the Owner under any provision of the State laws or the ordinances of the City of Austin regulating the platting, planning and development of subdivisions within the City of Austin.

XIII.

Owner agrees that within two (2) years from the date hereof he will complete or will arrange with the City of Austin for completion of all of the improvements described in Paragraph I of this contract, in such units as may be approved by the City of Austin. Any arrangements made with the City of Austin shall be similar to the provisions of this contract for partial development, and shall be in accordance with the deposit and refund policy of the City of Austin and based on estimates of cost at the time such arrangements are made. The time within which Owner must complete or arrange for completion of all the improvements described in Paragraph I hereof may be extended from time to time by written agreement of the parties hereto or their successors, but neither party hereto shall be required to agree to such extensions of time.

XIV.

Until completion of all of the improvements described in Paragraph I hereof, or until arrangements for such completion have been made in accordance with Paragraph XIII hereof, the payments and refunds provided for in Paragraphs VII and IX of this contract shall be withheld by the City of Austin; but when such improvements have been completed or such arrangements for completion have been made all such payments and refunds which have then become subject to payment under the provisions of Paragraphs VII and IX hereof shall be promptly paid to Owner. Default by Owner in compliance with the provisions of Paragraphs XIII hereof shall entitle the City of Austin, at its option, to retain forever all or any part of the deposits made by Owner in compliance with the provisions of Paragraphs IV and VII hereof.

IN TESTIMONY WHEREOF, the City of Austin has caused this instrument to be executed in duplicate by its City Manager, attested by its City Clerk, with its corporate seal affixed, and the said Joel Manning has executed this instrument in duplicate, this the ____ day of _____, 1948.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk_____
Joel Manning

Approved:

Director of Public Works_____
Director of Utilities

Approved:

City Attorney

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller

Noes : None

Councilman Johnson 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 HARMON AVENUE, from a point 339 feet north of East 46th Street northerly 428 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Harmon Avenue.

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

- (2) A gas main in CHICON STREET from Haskell Street to Holly Street, the centerline of which gas main shall be 25 feet west of and parallel to the east property line of said Chicon Street.

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

- (3) A gas main in FRENCH PLACE, from a point 74 feet south of Edgewood Avenue north to Edgewood Avenue, the centerline of which gas main shall be 1 foot west of and parallel to the east property line of said French Place.

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

- (4) A gas main in MEADOWBROOK DRIVE, from a point 178 feet north of Gilbert Street northerly 67 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Meadowbrook Drive.

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

- (5) A gas main in Chesterfield Avenue, from a point 110 feet north of North Loop Boulevard northerly 126 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Chesterfield Avenue.

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

- (6) A gas main in LAWNMONT AVENUE, from a point 170 feet west of Burnet Road easterly 175 feet, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said Lawnmont Avenue.

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

- (7) A gas main in BURNET ROAD, from Clay Avenue southerly 569 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Burnet Road.

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

- (8) A gas main in CLAY AVENUE, from Burnet Road northerly 267 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said Clay Avenue.

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

- (9) A gas main in CLAY AVENUE, from Houston Street northerly 1201 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said Clay Avenue.

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

- (10) A gas main in HOUSTON STREET from Burnet Road to Clay Avenue, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of Houston Street.

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

- (11) A gas main in BURNET ROAD from Houston Street northerly 90 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Burnet Road.

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

- (12) A gas main in HOUSTON STREET from Clay Avenue to Jeff Davis Avenue, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said Houston Street.

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

- (13) A gas main in JEFF DAVIS AVENUE from North Loop Boulevard to Houston Street, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Jeff Davis Avenue.

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

- (14) A gas main in JEFF DAVIS AVENUE from Houston Street northerly 1359 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Jeff Davis Avenue.

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

- (15) A gas main in NORTH LOOP BOULEVARD, from Jeff Davis Avenue easterly 251 feet, the centerline of which gas main shall be 7.5 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.

- (16) A gas main in HOUSTON STREET from Jeff Davis Avenue to Jim Hogg Avenue, the centerline of which gas main shall be 7.5 feet south of and parallel to the north property line of said Houston Street.

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

- (17) A gas main in JIM HOGG AVENUE from Houston Street northerly 1028 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said Jim Hogg Avenue.

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

- (18) A gas main in NORTH LOOP BOULEVARD from Joe Sayers Avenue easterly 180 feet, the centerline of which gas main shall be 7.5 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.

- (19) A gas main in JOE SAYERS AVENUE from North Loop Boulevard northerly 1488 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said Joe Sayers Avenue.

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

- (20) A gas main in ADAMS AVENUE from Burnet Road northerly 854 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said Adams Avenue.

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

- (21) A gas main across ADAMS AVENUE at Burnet Road, the centerline of which gas main is to be 7.5 feet south of the point of intersection of the two aforementioned streets.

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

- (22) A gas main in BURNET ROAD from Adams Avenue northerly 407 feet, the centerline of which gas main shall be 7.5 feet west of and parallel to the east property line of said Burnet Road.

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, Johnson, Mayor Miller

Nees : None

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, the Southwestern Bell Telephone Company has presented to the City Council tentative maps or plans showing the proposed construction of its underground telephone conduits in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the Department of Public Works; therefore,

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

THAT the Southwestern Bell Telephone Company be, and the same is hereby, permitted to construct its underground telephone conduit in the following streets:

An underground telephone conduit across ENFIELD ROAD ALLEY, at a location approximately 35 feet west of and parallel to Parkway.

That the work and construction of said underground telephone conduit, including the excavation of the streets and the restoration and maintenance of said streets after said underground telephone conduit has been constructed, shall be under the supervision and direction of the City Manager and in accordance with the ordinances and regulations of the City of Austin governing such construction.

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

Ayes: Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes: None

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, heretofore by instrument dated May 15, 1946, and recorded in Book 4, at page 259, of the Plat Records of Travis County, Texas, Willow Brook Addition to the City of Austin was dedicated to the public and a utility easement was granted in, upon, and across a certain strip of land ten (10) feet in width, being a five (5) foot easement off the entire southeast side of Lot No. 20 in Block "C", Willow Brook Addition, and five (5) feet off the northwest side of Lot No. 19 in Block "C", Willow Brook Addition; and

WHEREAS, it has become apparent that a certain portion of said easement is not now needed or desired by the City of Austin; Now, Therefore,

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 release and quitclaim unto the present owners of said Lots 20 and 19, in Block "C", Willow Brook Addition, that portion of the above described easement which is not now needed by the City of Austin.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, the City of Austin is extending, widening and improving East Avenue, a public street within its city limits, for highway purposes; and

WHEREAS, it is necessary to obtain the hereinafter described land for such street purposes without delay; and

WHEREAS, said land is owned by the Evangelical Lutheran Synod of Missouri, Ohio, and other States, a Missouri corporation, and used and occupied by the Lutheran Concordia College; and the City of Austin has been unable to agree with the authorized agents and officers of said corporation and college upon the value of the land to be taken, hereinafter described, or the damages to be suffered; Now, Therefore,

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

That the City Attorney be, and he is hereby, directed to institute condemnation proceedings in the County Court of Travis County, Texas, on the following described land and property:

Four and six one-hundredths (4.06) acres of land, same being a portion of Outlots 21 and 22, Division C, of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to a map or plat of said Government Outlots on file in the General Land Office of the State of Texas, and being out of and a part of that certain 19-acre tract or parcel of land conveyed to the Evangelical Lutheran Synod of Missouri by deed dated September 25, 1925, of record in Volume 381, page 189, of the Deed Records of Travis County, Texas, said 4.06 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe at the point of intersection of the proposed west right-of-way line of the Interregional Highway with the south line of Concordia Avenue;

THENCE with the south line of Concordia Avenue, same being the north line of the tract of land owned by the Evangelical Lutheran Synod of Missouri, S. 60°02' E. 120.00 feet to a point in the present west line of East Avenue, said point being the northeast corner of the said Evangelical Lutheran Synod of Missouri tract;

THENCE with the present west line of East Avenue, same being the east line of said Evangelical Lutheran Synod of Missouri tract, S. 30°28' W. 784.63 feet to an angle point in said line;

THENCE continuing with said line, S. 30°01' W. 687.54 feet to a point on the north line of East 32nd Street, said point being the southeast corner of the said Evangelical Lutheran Synod of Missouri tract;

THENCE with the north line of East 32nd Street, same being the south line of the said Evangelical Lutheran Synod of Missouri tract, N. 60°06' W. 120.00 feet to an iron pipe on the proposed west line of the Interregional Highway;

THENCE with the proposed west line of the Interregional Highway N. 30°01' E. 688.10 feet to an iron pipe at an angle point in said line;

THENCE continuing with said line, N. 30°28' E. 784.19 feet to the point of beginning.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to acquire for the City of Austin the fee simple title to the above described land by condemnation and to pay for same out of the Highways Rights-of-Way Bond Fund of the City of Austin and to do such other and further things as may be necessary and expedient in acquiring the fee simple title to the said land.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

Councilman Glass offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, the City of Austin is purchasing from Watt Schieffer and wife, Pauline D. Schieffer, a tract or parcel of land 100.6'x99.19' of Lot 1, Block 10, in Plainview Heights Addition to the City of Austin; and

WHEREAS, as part consideration for this purchase and sale, the City of Austin has agreed to sell to Watt Schieffer and wife, Pauline D. Schieffer, all of the following described land; Now, Therefore,

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 a quitclaim deed for and on behalf of the City of Austin to Watt Schieffer and wife, Pauline D. Schieffer, and to their successors in title, conveying all right, title, and interest of the City of Austin in and to Three Thousand six hundred fifty-six (3,656) square feet of land, same being portions of Lots 1, 2, 3, and 4, of Block 9, of a resubdivision of the north one-half of Block 9, and the west one-half of Block 10, of Plainview Heights, a subdivision of Outlot 20 and a portion of Outlot 21, Division C of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to a map or plat of said Government Outlots on file in the General Land Office of the State of Texas, a map or plat of said resubdivision of the north one-half of Block 9, and the west one-half of Block 10, of Plainview Heights, being of record in Book 4, at page 229, of the Plat Records of Travis County, Texas, and a map or plat of said Plainview Heights being of record in Book 2 at page 214, of the Plat Records of Travis County, Texas, said Lots 1, 2, 3, and 4 having been conveyed to the City of Austin, Travis County, Texas, by warranty deed dated September 13, 1948, of record in Volume 914, at

pages 490-492. of the Deed Records of Travis County, Texas, said 3.656 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe at the point of intersection of the proposed west right-of-way line of the Interregional Highway with the south line of East 40th Street, same being the north line of said Lot 4, and from which iron pipe another iron pipe on the northeast corner of said Lot 4 bears S. 60°14' E. 101.30 feet;

THENCE with the proposed west right-of-way line of the Interregional Highway S. 29°17' W. 207.81 feet to an iron pipe on the south line of said Lot 1;

THENCE with the south line of said Lot 1, N. 59°58' W. 16.51 feet to an iron pipe on the southwest corner of said Lot 1;

THENCE with the west line of Lots 1, 2, 3, and 4, N. 28°40' E. 207.70 feet to the northwest corner of said Lot 4 in the south line of East 40th Street;

THENCE with the south line of East 40th Street, S. 60°14' E. 18.70 feet to the point of beginning.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None

The City Manager submitted the following memorandum:

September 23, 1948

Memorandum to : Guiton Morgan, City Manager

Memorandum from : J. E. Motheral, Director of Public Works

The final subdivision plat of Manning Addition has been completed and was approved by the City Plan Commission on September 9, 1948. We have memoranda from water, sewer, gas, and street superintendents stating that the subdivider has complied with their respective parts of the subdivision regulations.

It is recommended that this plat be formally accepted by the City Council.

Approved:

(Sgd) Guiton Morgan
City Manager

(Sgd) J. E. Motheral

"

Councilman Bartholomew then 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 Manning Addition, approved by the City Plan Commission of the City of Austin on September 9, 1948, 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 Addition prior to its recording in the Plat Records of Travis County, Texas.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller

Noes : None

The City Manager submitted the following memorandum:

"September 23, 1948

Memorandum to : Guiton Morgan, City Manager

Memorandum from: J. E. Motheral, Director of Public Works

The final subdivision plat of Hinton Addition has been completed and was approved by the City Plan Commission on September 9, 1948. We have memoranda from water, sewer, gas, and street superintendents stating that the subdivider has complied with their respective parts of the subdivision regulations.

It is recommended that this plat be formally accepted by the City Council.

(Sgd) J. E. Motheral

Approved:

(Sgd) Guiton Morgan
City Manager

Councilman Bartholomew then 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 Hinton Addition, approved by the City Plan Commission of the City of Austin on September 9, 1948, be and the same is hereby accepted and authorized to be filed of record in the office of the County Clerk of Travis County, Texas, in accordance with the provisions of the laws of the State of Texas and the ordinances of the City of Austin, and that this action of the City Council be indicated by appropriate notation, signed by the Mayor, on the original plat of said subdivision prior to its recording in the Plat Records of Travis County, Texas.

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

