

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

October 14, 1948

10:25 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.

Councilman Johnson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, at an election held in the City of Austin on the 5th day of October, 1948, Mrs. Stuart Long, a citizen of Austin, was nominated by a majority vote of the qualified voters of the City of Austin, as Councilman to fill a vacancy in the City Council created by the resignation on May 27, 1948, of Homer Thornberry; and

WHEREAS, the said Mrs. Stuart Long is qualified to serve as a Councilman and a member of the City Council of the City of Austin in accordance with the provisions of Article IV and other pertinent portions of the Charter of the City of Austin; Now, Therefore,

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

THAT Mrs. Stuart Long be nominated and elected a Councilman and a member of the City Council of the City of Austin, Texas, for the remainder of the unexpired term of Homer Thornberry, who resigned the office of Councilman on May 27, 1948.

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 oath of office was then administered to Mrs. Stuart Long as Councilman by the City Attorney, Trueman E. O'Quinn.

Thereupon Mrs. Stuart Long, after a brief address expressing her appreciation for the confidence the citizens of Austin had placed in her by her election to the City Council and pledging to represent all the citizens of Austin at all times in matters coming before the City Council, took her seat as Councilman.

Mrs. Claude Hill, representing the League of Women Voters, submitted a request that the Mayor join with the President and the Governor in proclaiming October 24 as "United Nations Day." The request was granted.

Mrs. Katherine E. Paysinger submitted a petition signed by the property owners in the area between Deep Eddy Avenue on the east, Seventh Street on the south, Wayside Drive on the west, and Ninth Street on the north, asking that Hearne Street between Eighth and Ninth Streets, and Eighth Street between Hearne Street and Deep Eddy Avenue be opened, declaring that the owner of the addition being developed there had blocked said street without the knowledge or consent of the property owners. The matter was taken under advisement for investigation.

A committee, with R. E. Pinkston as spokesman, representing the Travis County Tuberculosis Association and other civic clubs, came before the Council relative to their campaign for chest X Rays of the citizenry, and requested that eleven parking meters in front of the Chamber of Commerce building be reserved from October 18-30 for the use of the citizens having such X Rays made; and further requested that the City Council and the City employees cooperate 100% by having X Rays made. The request for the use of the parking meters was granted with the stipulation that the merchants in that block be contacted first for their cooperation in the matter.

The public hearing on the proposed ordinance regulating jewelry auctions, continued from the last regular meeting, was opened.

Arthur Bagby, attorney for a group of jewelers, urged the passage of the ordinance, declaring that other cities in Texas have similar ordinances, and that it represents an effort on the part of the jewelers in Austin to regulate their own business; and, furthermore, that it would not interfere with any auction now being held in the city.

Herman Jones, Attorney for E. T. Lewtyler, jeweler, opposed the passage of the ordinance on the grounds that it is unconstitutional, unworkable, class legislation of the rankest sort, and opposed to free enterprise.

E. T. Lewtyler also spoke against the ordinance, declaring that same was discriminatory and aimed directly at the auction now being conducted at his place of business. He further declared that he would favor the passage of an ordinance applicable to all businesses and not just to special businesses which would protect them from "fly-by-the-night" and unscrupulous operators.

Following the hearing, upon motion of Councilman Johnson, the matter was referred to the City Attorney and the attorneys for the jewelers to try to work out an ordinance that would be satisfactory to all concerned.

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

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 "E" Heavy Industrial District in accordance with the provisions in a "C-1" Commercial District, came up for discussion first.

Mayor Miller stated that if said proposed amendment would affect Govalle, he would not be in favor of it. Thereupon, the City Attorney reported that the "E" Heavy Industrial District contiguous to Govalle was not legally "dry" except by City ordinance, and that it did not extend to Govalle.

The following then appeared and spoke in opposition to said above proposed amendment:

Arthur Sandlin, representing the "dry" leaders of the City, and the Reverend Harry Pagnell, Pastor of the Baptist Temple, 1804 Canterbury Street, objected to this new encroachment of "wet" territory onto what has been legally "dry" for several years, and declared that it was a moral issue and would contribute to juvenile delinquency in that area.

No protests against the other amendments were submitted.

Thereupon the hearing was closed and Mayor Miller laid before the Council 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 AMENDING THE FOLLOWING SECTIONS: SECTION 2, SO AS TO CHANGE THE DEFINITION OF "LOT", "CORNER", AND "PARKING AREA, PUBLIC"; SECTION 4, SO AS TO AMEND ITEM 13 OF PARAGRAPH (a); SECTION 4, SO AS TO ADD TWO NEW PARAGRAPHS (g) AND (h) TO ITEM 13; SECTION 4-A SO AS TO AMEND PARAGRAPH (a) OF ITEM 5 AND TO ADD TO ITEM 5 TWO NEW PARAGRAPHS (f) AND (g); SECTION 5, SO AS TO AMEND ITEMS 6, 7, AND 8 (a); AND TO ADD TO ITEM 8 TWO NEW PARAGRAPHS (f) AND (g); SECTION 6, SO AS TO AMEND ITEM 34 AND TO ADD TWO NEW ITEMS 45 AND 46; SECTION 10, SO AS TO AMEND PARAGRAPH (a); SECTION 13, SO AS TO AMEND PARAGRAPH (e); SECTION 14, SO AS TO AMEND PARAGRAPH (c) AND TO ADD A NEW PARAGRAPH (e); SECTION 15, SO AS TO AMEND PARAGRAPHS (d) AND (e); SECTION 16, SO AS TO AMEND PARAGRAPH ENTITLED "REAR YARD AND SIDE YARD" AND TO AMEND PARAGRAPH (d); SECTION 18, SO AS TO AMEND PARAGRAPHS (f) AND (h); SECTION 19, SO AS TO AMEND PARAGRAPH (a), AND TO ADD A NEW PARAGRAPH (d); SECTION 31, SO AS TO AMEND PARAGRAPH (d) AND TO ADD A NEW PARAGRAPH (e); PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller

Noes : None

Present but not voting: Councilman Long

The ordinance was read the second time and Councilman Johnson 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, Johnson, Mayor Miller

Noes : None

Present but not voting: Councilman Long

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller

Noes : None

Present but not voting: Councilman Long

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

Pursuant to published notice thereof, the public hearing on the application of Roberta Robinson, Thelma D. Tulloch, and Lena M. Norred, by Jane Sumner, Attorney, to amend the Zoning Ordinance in the following particulars :

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

Lots 2, 3, 4, 5, and 6, Block 1, Alta Vista Addition, being located on the east side of Alice Avenue, in the City of Austin, Travis County, Texas,

was duly opened.

The following appeared and spoke for the change, substantially as follows:

Jane Sumner, Attorney for applicants, stated that the property across the street is already zoned as commercial, and that her clients are asking for the change in order to erect a building for use as a photo refinishing and floral shop.

The following appeared and spoke in opposition to the change, substantially as follows:

Herbert Smartt, Attorney, representing Mr. and Mrs. Joe Krebs, and the Rosedale Baptist Church, declared that his clients are opposed to the change because it is spot zoning, but that they would have no objection to a variation that would permit a beauty shop and photo refinishing business.

The Reverend W. H. Wuthrich, pastor of the Trinity Lutheran Church, declared that they built their church there because it was almost entirely a residential district; and that if the change to Commercial "C" is granted, it will increase the traffic hazard to the children attending their kindergarten school who have to cross 45th Street.

Mrs. Joe Krebs declared that they had owned their home at 45th and Alice Avenue for the past eighteen years; that they bought property there because it was a residential section; that they do not object to a beauty shop or photo-refinishing business, but do object to a zoning change that would permit other types of business to go in there if the property is ever sold; and, further, that the change would greatly deteriorate the value of their home.

All property owners and other interested persons having been given an opportunity to be heard, the hearing was then continued to the next regular meeting in order for the Council to make an inspection of the property.

Pursuant to published notice thereof, the public hearing on the application of V. G. Okie, Margaret D. Okie, Fred Starr, Kenneth L. Morton, Ruth Tinnin, Frank Spiller, and E. C. Kingsbery, by Bert Ford, Attorney, to amend the Zoning Ordinance in the following particulars:

To amend the USE designation of the following described property so as to change the same from "C-1" Commercial District and Second Height and Area District to "C-2" Commercial District and Second Height and Area District:

Lots 1 through 25, Arboles Terrace and the northeast 75'x150' of Block 2, Arboles Estates, being located on the south side of Barton Springs Road between Bouldin Avenue and Dawson Road, in the City of Austin, Travis County, Texas,

was duly opened.

The following appeared and spoke for the change, substantially as follows:

Bert Ford, Attorney, representing V. G. Okie and all other property owners on the south side of Barton Springs Road in the 1000 block, declared that his client has an offer to lease a portion of his property for a grocery store and the lessee wishes to sell beer by the case for off-site consumption.

The following appeared and spoke in opposition to the change, substantially as follows:

Two property owners within 200 feet of the proposed change (names not given) stated that they had no objection to the proposed use to sell beer by the package in grocery store, but did object to the change in zoning, which would permit other uses should the property ever be sold.

The written protest of Rudie B. Williams against the proposed change was also received.

Following the hearing, in which all interested persons were given

an opportunity to be heard, the Attorney for Applicants asked to withdraw the application, pending a proposed amendment to the Zoning Ordinance to permit the sale of beer in cases in "C-1" Districts for off-site consumption, and the request was granted.

The public hearing on the application of Robt. P. Toomey for change in zoning, from "C" Commercial District to "C-1" Commercial District of property located on the north side of Barton Springs Road across the street from Kinney Avenue, postponed from the last regular meeting, was opened.

The following appeared and spoke for the change, substantially as follows:

E. L. Bauknight, Attorney for A. J. Fields, lessee of the property, declared that his client desires the change in order to supply the demand of his customers for beer with their meals; that the serving of beer would increase his business; and declared further that Barton Springs Road has now become almost entirely commercial and that a number of cafes along there have beer.

The following appeared and spoke in opposition to the change, substantially as follows:

J. C. Clepton, Attorney for Austin Marine Service, Inc., stated that his client owns the property adjoining the change on the east and objects to the sale of beer next door; but stated, however, that his client does not wish to stand in the way of progress and if the City Council desires to change all of Barton Springs Road on both sides to "C-1" Commercial District, his client would have no objection.

Herman Jones, Attorney for Mr. and Mrs. P. W. Curry, declared that the "C-1" Commercial District now stops with Lamar Boulevard on the west and if same is extended any farther west there would be no stopping place between there and the Barton Creek Bridge; that this area is frequented by children and it would be unwise to move the "C-1" area any closer to Zilker Park.

All property owners and other interested persons having been given an opportunity to be heard, Councilman Johnson 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, Long, Mayor Miller
Noes : None

The public hearing on the application of Eugene Vega, Jr., 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 and First Height and Area District to "B" Residence District and First Height and Area District:

Lots 5, 6, 7, and 8, Block L, Driving Park Addition,
being located at the southeast corner of Haskell and
Anthony Streets, in the City of Austin, Travis County,
Texas,

was duly opened.

The following appeared and spoke for the change:

Eugene Vega, Jr., Applicant, stated that he wants the change in order to convert two houses into apartments.

The following appeared in opposition to the change:

None.

Whereupon Councilman Johnson 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, Hong, Mayor Miller
Noes : None

Mr. I. W. Davis, District Manager of the Southwestern Bell Telephone Company, came before the Council and submitted the following communication in writing:

Austin, Texas,
October 12, 1948

Hon. Mayor and Members of the City Council
Austin, Texas

Gentlemen:

The Telephone Company has been operating the Austin exchange for the past ten years with rates that were established in 1938. When the present rates were established in 1938 Austin had 20,600 telephones in service. Today, there are over 42,250 telephones to which each subscriber can be connected. This increased scope of service has greatly increased the value of the service in the ten years the current rates have been in effect.

In recent years the Telephone Company, like all other businesses, has been and is now confronted with the problems of rising costs for everything required to furnish telephone service. In Austin the payroll expense alone is more than three times as much as it was in 1941. Materials, supplies, and equipment of all kinds used daily in furnishing telephone service to the citizens of Austin and needed to further expand and improve the service here have been increased from 80% to 300% over pre-war costs.

Steadily increasing operating costs in combination with the greatly increased investment in the telephone plant here have resulted in the earnings from the Company's operations in Austin being reduced to the point that they are inadequate. The attached statement shows the results of our local exchange operations here for the twelve months ended June 30, 1948. A summary of the results is given below:

Revenues -----	\$1,675,536.00
Expenses -----	1,599,602.00
Net Income -----	75,934.00
Investment as of 6-30-48 -----	7,201,492.00
Per Cent Return to Investment -----	1.05

The trend of earnings is definitely downward. The first six months' period covered by the report showed a return of 2.07%, while the last six

months' period showed a return of only .19%.

We feel that this Council must agree that no business can meet its responsibilities to expand and improve its service when its operations fail to yield an adequate return on the money already invested in the business. Therefore, the Company is asking the City Council for approval of an increase in telephone rates. The monthly rates requested are set forth in the attached suggested form of ordinance, but for the principal classes of service they are as follows:

One Party Business Telephone -----	\$9.50
One Party Measured Bus. Telephone -----	5.50
Business Extension -----	1.50
One Party Residence Telephone -----	4.00
Two Party Residence Telephone -----	3.50
Four Party Residence Telephone -----	3.00
Residence Extension -----	1.00

In substituting this request for the approval of the City Council, the Company wishes to briefly review some of the regulatory considerations involved.

The Legislature of the State of Texas has delegated to the governing bodies of the cities in the State the power to regulate the rates charged for telephone service rendered within the corporate limits of said cities, that is, the local exchange operations.

The statement of operating results attached hereto covers the Company's local exchange operations for the Austin exchange and is in accord with the principles of jurisdiction as granted to the Council by the Legislature.

The Company's books are maintained in accordance with the Uniform System of Accounts as prescribed by the Federal Communications Commission since 1936, and by the Interstate Commerce Commission prior to that time. Heavy penalties are imposed for any falsification of records.

No long distance property, revenues, or expenses are included in the statement filed with the City Council. The separation between local and long distance operations has been made in accordance with the standard procedure for separating telephone property, revenues, and expenses, as set forth in the Separations Manual developed by the National Association of Railroad and Utilities Commissioners and the Federal Communications Commission Special Cooperative Committee on Telephone Regulatory Problems, issued October, 1947.

The Austin area is growing rapidly and continued growth and prosperity go hand-in-hand with good telephone service. The Telephone Company has faith in Austin and its future. Since 1940, the Company has spent five million dollars to enlarge and improve Austin's telephone system and an additional investment of more than four and one-half million dollars will be required to keep pace with the City's rapidly increasing needs for service.

Among the projects on the Company's 1948-1949 expansion program are:

1. New two-story brick central office building and site to service north sections with initial dial equipment - \$2,000,000.00

2. Additional central office equipment in the present building to care for waiting customers -----\$606,000.00
3. Cable and wire facilities within the City during the year 1948 ----- \$454,000.00
4. Expansion of cable and wire facilities during 1949 ----- \$1,412,000.00
5. Additional private branch exchange equipment- \$ 69,000.00

To carry out this program, the Company, as stated above, must spend an additional amount of over four and one-half million dollars in Austin. The money to do this comes, for the most part, from people with savings who are willing to invest their funds in the business. Investors will put their money to work in a business only when they have reason to believe it will be safe and earn a reasonable and regular return. It is important, therefore, from the telephone users standpoint, as well as that of the Company, that the business take in enough money to cover expenses and have enough left over to pay a reasonable return on the money employed in the business. Without such assurance, the Company would not be justified in proceeding with a program involving the expenditure of such a large sum of money, nor would the investor be justified or willing to provide the funds needed to carry out a program of this magnitude.

The regulatory powers conferred upon the City carry with them a dual responsibility. It is the Council's duty to be sure that rates charged for service under its jurisdiction are just and reasonable. Rates that are either too high or too low, in the long run, are not in the best interest of telephone users. Rates that are so low that they will not provide enough revenue to permit the Company to meet its expenses with enough left over to pay a reasonable return on the money investors have put to work in the business can only result in the Company's being unable to obtain the funds needed to expand and improve the service.

The Company assures the Council that the rates, as requested and as set forth in the attached form of ordinance, are fair and reasonable and that they are essential to the operation of the Austin exchange on a sound financial basis. The Company earnestly requests the prompt consideration and approval of the attached ordinance.

Respectfully submitted,

(Sgd) I. W. Davis
District Manager . "

The above communication, together with the proposed ordinance, was received, and the Mayor stated that the matter would be taken under consideration and study, and would be discussed with the Junior and Senior Chambers of Commerce, the League of Women Voters, and other civic organizations, and one, or more, public hearings on same would be held before any action is taken by the City Council.

Mr. Robert Eckhart, representing the telephone employees, submitted a request to have the matter of wage increase for telephone employees considered when the matter of telephone rate increase is heard; and that they be notified in advance of such hearings in order to be prepared to present their case.

Dr. E. H. Givens and Kenneth Lamkin, representing the Negro Citizens Council, came before the Council and requested the following improvements for East Austin:

1. Retopping of the following streets:

East 19th Street from East Avenue to Chicon Street;
East 12th Street from East Avenue to Chicon Street;
East 11th Street from East Avenue to Chicon Street;
Chicon Street from Rosewood Avenue to Manor Road; and

Traffic signals on East 12th Street and Chicon, and Chicon and Rosewood .

2. Fire Hall between Lydia Street and Airport Boulevard, declaring they could furnish Negro firemen.

3. Bridges on the following streets:

Eighth Street at Waller Creek;
Ninth Street at Waller Creek;
Tenth Street at Waller Creek;
New York Avenue between Poquito and Coleta Streets.

4. Parking to be limited to one side of East 12th Street between East Avenue and the creek, and space reserved for protection of the students.

5. One or two additional Negro policemen.

Dr. Givens was advised that if the property owners would put up 70% of the cost of paving, the City would start the paving, particularly that by Tillotson College.

Dr. Givens also requested that the American Legion Post No. 76-A be given permission to bring the Western States Carnival Shows here from March 26 to April 1, inclusive; and to have their baseball field named "Downs Field" in honor of the late president of Samuel Huston College.

The following report of the Board of Adjustment was received:

ZONING BOARD OF ADJUSTMENT
AUSTIN, TEXAS
ZONING CHANGE RECOMMENDATION .

Applicant: Raymond Furr, Attorney for Harvey E. Willeford.

I. Referred to the Board by the City Council on : September 30, 1948

II. Property affected:

Lot 7, Block 3, Plainview Heights, being located at the northwest corner of East Avenue and Concordia Avenue and known as 3500 East Avenue.

III. To be changed

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

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

IV. Considered by the Board on : October 11, 1948.

V. Parties appearing:

For : Harvey E. Willeford and Robert L. Roberts.

Against: None

VI. Action of the Board: Change recommended.

For the following reasons:

1. This application is a request for a change of zoning on the remaining portion of the applicant's property which originally fronted on East Avenue and on which there is located a non-conforming grocery store which has been in operation for approximately twenty-two years.
2. Because of the construction of the interstate highway along East Avenue, it will be necessary for the applicant to move his store building to the rear of his property to provide the proper right-of-way, and this removal is prohibited for a non-conforming commercial building in a residence district.
3. The applicant is now asking that the property be zoned a "C" Commercial District to permit the relocation and probable expansion of his business which is greatly needed in this neighborhood as voiced by the property owner on the east side of East Avenue.
4. The Board, therefore, deemed that the applicant would be entitled to relief in having his property zoned for commercial uses since the front portion of his property will be required for highway purposes and the fact that the existing grocery store has been in operation at this location for a long period of time.

(Sgd) H. F. Kuehne
Chairman.

Councilman Johnson moved that a public hearing on the above application for change in zoning be called for Thursday, November 4, 1948, at 11:00 A. M. The motion carried by the following vote:

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

The application of W. J. Pannell for change in zoning, from "A" Residence District to "C" Commercial District, of property located at the intersection of Airport Boulevard and Manor Road, was received. Councilman Glass moved that the matter be referred to the Board of Adjustment for consideration and recommendation. The motion carried by the following vote:

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

Mayor Miller called up for its second reading, the following ordinance:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF FOUR AND TWELVE ONE-HUNDREDTHS (4.12) ACRES OF LAND, SAME BEING OUT OF THE Henry P. HILL LEAGUE WITHIN TRAVIS COUNTY, TEXAS, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN THE PARTICULARS STATED IN THE ORDINANCE.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None
Present but not voting: Councilman Long.

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

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller
Noes : None
Present but not voting: Councilman Long.

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

Councilman Johnson 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 telephone conduit in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the Director 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 telephone conduit in the following streets:

A telephone conduit in WEST 12TH STREET west of Marshall Lane, said conduit to extend from manhole 50 feet west of centerline of Marshall Lane to telephone pole 43 feet west of centerline of Marshall Lane.

That the work and construction of said telephone conduit, including the excavation of the streets and the restoration and maintenance of said streets after said 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, Long, and Mayor Miller
Noes : None

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 SABINE STREET from a point 124 feet south of East 25th Street southerly 105 feet, the centerline of which gas main shall be 23 feet east of and parallel to the west property line of said Sabine Street.

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

- (2) A gas main in EXPOSITION BOULEVARD from a point 42 feet north of Warren Street southerly 418 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.

- (3) A gas main in SINGLETON AVENUE from a point 105 feet south of East 13th Street southerly 63 feet, the centerline of which gas main shall be 11 feet west of and parallel to the east property line of said Singleton Avenue.

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

- (4) A gas main in HELMS STREET from a point 139 feet south of East 33rd Street southerly 15 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 Helms Street.

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

- (5) A gas main in SUMMIT STREET from Lupine Lane southerly 512 feet, the centerline of which gas main shall be $13\frac{1}{2}$ feet west of and parallel to the east property line of said Summit Street.

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

- (6) A gas main in SUMMIT STREET from a point 120 feet south of Sunnyvale Avenue southerly 556 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 Summit Street.

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

- (7) A gas main in FLORES STREET from a point 157 feet west of San Marcos Street westerly 63 feet, the centerline of which gas main shall be $6\frac{1}{2}$ feet south of and parallel to the north property line of said Flores Street.

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

- (8) A gas main in EAST 6TH STREET from a point 100 feet west of Calles Street easterly to Calles Street, 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 6th Street.

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

- (9) A gas main in RIVERSIDE DRIVE from a point 121 feet east of South Congress Avenue easterly 908 feet, the centerline of which gas main shall be 9 feet north of and parallel to the south property line of said Riverside Drive.

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

- (10) A gas main in SHOALWOOD AVENUE from West 42nd Street to Shoal Creek Boulevard, the centerline of which gas main shall be $7\frac{1}{2}$ feet west of and parallel to the east property line of said Shoalwood Avenue.

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

- (11) A gas main in SHOAL CREEK BOULEVARD from Shoalwood Avenue southerly 127 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 Shoal Creek Boulevard.

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

- (12) A gas main in ENFIELD ROAD from West Lynn Street westerly 157 feet, the centerline of which gas main shall be 22 feet south of and parallel to the north property line of said Enfield Road.

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

- (13) A gas main in FERDINAND STREET from a point 186 feet north of East 18th Street north to East 19th Street, the centerline of which gas main shall be 15 feet west of and parallel to the east property line of said Ferdinand Street.

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

- (14) A gas main in EAST 19TH STREET from a point 15 feet west of Ferdinand Street easterly 8 feet, the centerline of which gas main shall be 27 feet south of and parallel to the north property line of said East 19th 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, Johnson, Mayor Miller and
Councilman Long

Noes : None

The City Manager submitted memorandums from the City Health Officer recommending that the applications of Charles & Sons, 1606 North Zarzamora Street, San Antonio, Texas; and of Taylor Locker and Cold Storage Company, 1311 West Second Street, Taylor, Texas, to bring fresh meat into Austin be approved. Councilman Johnson moved that the recommendations of the City Health Officer be approved, and said firms be granted permits to bring fresh meat into Austin. The motion carried by the following vote:

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

Councilman Glass introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE ENTITLED "AN ORDINANCE REGULATING TRAFFIC UPON THE PUBLIC STREETS OF THE CITY OF AUSTIN; PRESCRIBING PENALTIES FOR THE VIOLATION OF SAME; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY," WHICH ORDINANCE WAS PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN MAY 6, 1937, AND IS RECORDED IN BOOK "K", PAGES 159-179, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, BY AMENDING SECTION 12(b) OF ARTICLE III RELATING TO STOP SIGN LOCATIONS, AND BY AMENDING SECTIONS 22(e), 22(f), 23(b), 23(d), and 26(a), OF ARTICLE IV, RELATING RESPECTIVELY TO ONE-HOUR PARKING, TWO-HOUR PARKING, PASSENGER ZONE, LOADING ZONE, AND ANGLE PARKING LOCATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Glass 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, Johnson, Long, Mayor Miller
Noes : None

The ordinance was read the second time and Councilman Glass 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, Johnson, Long, Mayor Miller
Noes : None

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

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

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

Upon motion of Councilman Johnson, disposition of the matter of waiting benches at bus stops was set for the next regular meeting, and the City Clerk directed to so notify Mr. E. L. Sandahl and Tanner-Evans Company.

Dr. Guy Shields, General Superintendent of The Fundamental Christian Association and President of Bible Way Seminary, submitted a request for permission to hold religious services on the parking area below East 1st Street, about three or four blocks east of Congress Avenue. The matter was

referred to the City Manager to look into.

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 Carl E. Richard, Dr. Hugo A. Klint, and W. M. Blomdahl for the laying of certain sanitary sewer mains and other pipes in Georgetown 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)

THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS :

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and Carl E. Richard, Dr. Hugo A. Klint, and W. M. Blomdahl, of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer; W I T N E S S E T H :

I.

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

Six-inch sewer main in Georgetown Road easement, from north line of J. E. Ricks property northward approximately 110'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Eight Hundred Dollars (\$800.00) when completed; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefit of the Customer in order to furnish sewer service to him, agrees to deposit the sum of Eight Hundred Dollars (\$800.00) 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 in the following manner:

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the sewer mains described above, for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceding calendar year from the service and sale of water from said sewer lines for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with said sewer mains, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and 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 by 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 Carl E. Richard, Dr. Hugo A. Klint, and W. M. Blomdahl have executed this instrument in duplicate this the _____ day of _____, 1948.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk

Carl E. Richard

Approved:

Dr. Hugo A. Klint

Director of Utilities

W. M. Blomdahl

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, Long, 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 O. D. Denson for

the laying of certain sanitary sewer mains and other pipes in Denson Drive, 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)

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 O. D. Denson, of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer;
W I T N E S S E T H :

I.

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

Six-inch sewer main in Denson Drive (north)
easement, from Chesterfield Avenue to a point
139' west of Burns Street.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Eight Hundred Dollars (\$800.00) when completed; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefit of the Customer in order to furnish sewer service to him, agrees to deposit the sum of Eight Hundred Dollars (\$800.00) 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 in the following manner:

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the sewer mains described above, for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceding calendar year from the service and sale of water from said sewer lines for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with said sewer mains, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and 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 by 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 O. D. Denson has executed this instrument in duplicate, this the ____ day of _____, 1948.

CITY OF AUSTIN

Attest:

By _____
City Manager

City Clerk

O. D. Denson

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, Long, 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 J. E. Ricks for the laying of certain sanitary sewer mains and other sewer pipes in Denson Drive (north) easement, 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)

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 J. E. Ricks of Travis County, State of Texas, hereinafter for convenience sometimes called the Customer;

W I T N E S S E T H :

I.

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

Six-inch sewer main in Denson Drive (north) easement, from a point 139' west of Burns Street westward 94'; thence north on Georgetown Road easement approximately 95'.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Eight Hundred Dollars (\$800.00) when completed; and the Customer in consideration of the foregoing obligations to the City, which are assumed for the benefit of the Customer in order to furnish sewer service to him, agrees to deposit the sum of Eight Hundred Dollars (\$800.00) 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 in the following manner:

Within sixty (60) days after the first day of January following completion of the work described in Paragraph I, the City shall pay to the Customer a sum equal to the gross amount of income realized by the City from the service and sale of water for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with the sewer mains described above, for the period of time immediately preceding the first day of January; and within sixty (60) days after the first day of January of each succeeding year the City agrees to pay to the Customer a sum equal to the gross income realized by the City during the preceding calendar year from the service and sale of water from said sewer lines for usual, customary, and normal domestic, commercial, and industrial uses to customers having a direct connection with said sewer mains, until the total amount of the cost of construction of the utility improvements has been repaid; but in no event shall the City make such payments for a period of time longer than ten (10) years from the date of completion of said work (as such date is noted hereon under provisions of Paragraph V), even though the full cost of such work at the end of said time has not been refunded in full to the Customer; and 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 by 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 J. E. Ricks has executed this instrument in duplicate, this the ____ day of _____, 1948.

CITY OF AUSTIN

Attest:

By _____
City Manager

City Clerk

J. E. Ricks

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, Long, Mayor 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 L. L. McCandless for the laying of certain water mains, sanitary sewer mains and other pipes, in Burnet Heights, 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)

THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS :

This contract made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter for convenience sometimes called the City, and L. L. McCandless 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 Burnet Heights on the streets and at the locations described as follows:

Six-inch (6") cast iron water mains in Palo Duro Road, from Camino Real to Laird Drive; in Alguno Road, from Camino Real to Laird Drive; in Algeria Road from Camino Real to Laird Drive; in Pequeno Street from Camino Real to Laird Drive; in Laird Drive from Koenig Lane to Pequeno Street.

Eight-inch (8") cast iron water main in Romeria Drive, from Camino Real to Burnet Road.

(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 Burnet Heights on the streets and easements at the locations described as follows:

Six-inch (6") sewer mains in Koenig Lane easement, from Camino Real to Burnet Road easement, thence north to north line of Block H; in Palo Duro Road, Algunc Road, Romeria Drive, Alegria Road, and Pequeno Street, from Camino Real to Laird Drive.

II.

It is estimated that all the work contemplated under Paragraph I above will cost the sum of Thirty-six Thousand Five Hundred Dollars (\$36,500.00) when completed, of which cost the sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00) is estimated to be the cost of the water lines and the sum of Twenty Thousand (\$20,000.00) is estimated to be the cost of the 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 Thirty-six Thousand Five Hundred Dollars (\$36,500.00) 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 subdivision 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 L. L. McCandless has executed

this instrument in duplicate, this the ____ day of _____, 1948.

CITY OF AUSTIN

By _____
City Manager

Attest:

City Clerk

L.L. McCandless

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, Long, Mayor Miller
Noes : None

The following applications for private boat licenses, duly approved by the Navigation Board, were submitted:

<u>Owner</u>	<u>Description</u>
Swegler, J.A. - 1010 West 22nd Street-	Century, 1948 Model, Evenrude, 4-passenger
Walker, Arlene - 710 West Avenue -	Wolverine, Runabout, 1948 Model, "The Dixie Belle" Mercury, 6-passenger

Councilman Bartholomew moved that the licenses be granted. The motion carried by the following vote:

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

The City Manager submitted memorandums from the Director of Public Works and the Traffic Division, together with sketch showing two proposed openings in the center island of South Lamar Boulevard, one to provide access to Toomey Road, and the other, a left-turn entrance into Robert E. Lee Road, at an estimated cost of \$566.00, and recommended that the work be done. The recommendations of the City Manager were approved by the City Council.

Dr. Wm. M. Gambrell, on behalf of the State Medical Association, came before the Council and asked that four or six parking spaces be reserved alongside the Bremond building at 7th and Guadalupe Streets for use of the doctors using the library in said building. He was advised that this could

not be done legally.

The City Manager submitted a memorandum from Walter E. Seaholm, Director of Utilities, showing bids received for Filter Plant Flow Controllers from three firms, to-wit, Infilco, Inc.; Morey & Morey; and Simplex Valve & Meter Company; and recommending that the bid of Infilco, Inc., in the amount of \$11,658.00, be accepted as the lowest and best bid.

Councilman Bartholomew moved that the above recommendations of the Director of Utilities and the City Manager be approved, and the bid of Infilco, Inc., in the amount of \$11,658.00, be accepted as the lowest and best bid; and that the City Manager be directed to enter into contract with said firm accordingly. The motion carried by the following vote:

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

The City Manager submitted memorandum from the Director of Utilities showing tabulation of bids received on the 6000 GPM wash water pump for the Filter Plant, and recommending that the bid of Alliger and Sears, in the amount of \$5,070.00, be accepted as the lowest and best bid.

Councilman Bartholomew moved that the above recommendations of the City Manager and the Director of Utilities be approved and the bid of Alliger and Sears in the amount of \$5,070.00, be accepted as the lowest and best bid; and that the City Manager be directed to enter into contract with said firm accordingly. The motion carried by the following vote:

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

The application of FRANK BUTLER, 405 West 16th Street, for a license to operate as a taxicab a 1948 Model 6-door Hudson Sedan, Motor No. 48149214, State License No. JE-5057, duly approved by the City Manager, was submitted. Councilman Glass moved that the license be granted. The motion carried by the following vote:

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

The application of JOSEPE NICHOLAS ANTOS, Bergstrom Field, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Johnson moved that the permit be granted. The motion carried by the following vote:

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

The application of HOWARD STANLEY BIALAS, Bergstrom Field, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Johnson moved that the permit be granted. The motion carried by the following vote:

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

The application of LAWRENCE CHARLES HANN, Bergstrom Field, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Johnson moved that the permit be granted. The motion carried by the following vote:

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

The application of LEE ANDREW KIRK, Colored, 1011 Olive Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Johnson moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Bartholomew, Glass, Johnson, Mayor Miller, and
Councilman Long
Noes : None

The application of RUPERT JOHN MONTGOMERY, Colored, 1014 Olive Street, for a taxicab driver's permit, duly approved by the City Manager, was submitted. Councilman Johnson moved that the permit be granted. The motion carried by the following vote:

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

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

Approved: _____

Tom Miller

MAYOR

Attest:

Helene M. Kellan

CITY CLERK