

AN ORDINANCE TO REGULATE FISHING IN  
THE COLORADO RIVER WITHIN THE CORPO-  
RATE LIMITS OF THE CITY OF AUSTIN,  
PRESCRIBING A PENALTY FOR THE VIOLA-  
TION OF THE SAME, AND REPEALING ALL  
ORDINANCES IN CONFLICT HEREWITH.

The above ordinance was read the first time and Councilman Gillis moved that the rule be suspended and the ordinance be placed on its second reading. The motion carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The ordinance was read the second time and Councilman Alford moved that the rule be further suspended and the ordinance be placed on its third reading. The motion carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The ordinance was read the third time and Councilman Alford moved that same be finally passed. The motion carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Dr. E. H. Givens, representing a committee of colored citizens, presented a petition asking for street improvements on Washington Avenue and Poquita Streets, and, also, for a street light at the Negro Library, a colored nurse for the colored patients at the City Hospital, and a telephone at Evergreen Cemetery. The matters were referred to the City Manager for attention.

There being no further business, Councilman Gillis moved to recess, subject to call of the Mayor. The motion carried by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

The Council then recessed.

Attest:

Harold McKee  
City Clerk

Approved:

Tom Miller  
Mayor.

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, August 9, 1934.

The meeting was called to order, with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen G. M. Bartholomew, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf, 4; absent, Councilman G. F. Alford, 1.

The Minutes of the last meeting were read and upon motion of Councilman Gillis were adopted as read by the following vote: Ayes, Councilmen Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

The Mayor laid before the Council the following resolution:

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

THAT the sum of \$2.50 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of refunding to Mrs. Mary Joseph the amount of cigarette license paid by her for the year 1934, under License No. 6364.

Upon motion of Councilman Wolf, the foregoing resolution was adopted by the following vote: Ayes, Councilmen Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

The Mayor laid before the Council the following resolution:

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

THAT the sum of \$2.50 be and the same is hereby appropriated out of the General Fund, not otherwise appropriated, for the purpose of refunding to Dosier Drug Store the amount of cigarette license paid by it for the year 1934, under License No. 6341.

Upon motion of Councilman Wolf, the resolution was adopted by the following vote: Ayes, Councilmen Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

The Mayor laid before the Council the following resolution:

WHEREAS, The Grant Chapel, A. M. E. Church, is the Contractor for the construction of a church building located at 1190 Chicon Street and desires a portion of the sidewalk and street space abutting Lot K, Block 13, Outlet 57, Division "B", of the City of Austin, Texas, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said Grant Chapel, A. M. E. Church, the boundary of which is described as follows:

SIDEWALK AND STREET WORKING SPACE.

Beginning at the southeast corner of the above described lot; thence in an easterly direction and at right angles to the centerline of Chicon Street a distance of 15 feet; thence in a northerly direction and parallel with the centerline of Chicon Street a distance of 90 feet; thence in a westerly direction and at right angles to the centerline of Chicon Street a distance to the west line of Chicon Street; thence in a southerly direction along the west line of Chicon Street to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said Grant Chapel, A.M.E. Church, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall construct a walkway within the above described working space along the east boundary line of said working space, such walkway to be protected on each side by a guard rail at least 4 feet high substantially braced and anchored;

(2) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rail;

(3) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters,

(4) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than November 1, 1934.

(7) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(8) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(9) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5000.00), which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person or property that may accrue to or be brought by any person by reason of the exercise of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

Upon motion of Councilman Wolf, the resolution was adopted by the following vote: Ayes, Councilmen Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

The Mayor laid before the Council the following 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 HOLLY STREET, beginning at a point 25 feet west of and 26 feet south of the intersection of the east line of Chicon Street and the north line of Holly Street; thence in an easterly direction with a gas main, the centerline of which gas main shall be 26 feet south of and parallel to the north line of Holly Street for a distance of 90 feet.

Said gas main described above shall have a cover of not less than 2½ 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 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 City Engineering Department 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 out 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.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

It was moved by Councilman Bartholomew, seconded by Councilman Gillis, that the proposed Plumbing Ordinance be laid on the table subject to call. The motion carried by the following vote: Ayes, Councilmen Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

The Mayor laid before the Council the following resolution:

WHEREAS, M. H. Crockett, who is owner of property abutting the west side of South Congress Avenue, which property is located between Barton Springs Road and Riverside Drive, the same being a portion of the Isaac Decker League within the City of Austin, Travis County, Texas, has made application to the City Council of the City of Austin for permission to construct two 25-foot commercial driveways, which driveways are to be located on the west side of said South Congress Avenue opposite the above described property as shown upon the plan hereto attached marked 2-C-540, which plan is made a part hereof; and

WHEREAS, The City Council has favorably considered the granting of said request; therefore,

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

THAT M. H. Crockett, owner of property abutting the west side of South Congress Avenue, which property is located between Barton Springs Road and Riverside Drive, the same being a portion of the Isaac Decker League within the City of Austin, Travis County, Texas, is hereby granted permission to construct two 25-foot commercial driveways on the west side of South Congress Avenue opposite the above described property subject to the construction of concrete ramps, curbs and driveways as shown upon the plan hereto attached marked 2-C-540, which plan is hereby made a part of this resolution, and further subject to the condition that all concrete curb, ramp, and driveway construction done within the City streets shall be done by a bonded sidewalk contractor and in accordance with lines and grades furnished by the Engineering Department of the City of Austin and under the supervision and direction of the City Engineer of the City of Austin.

Upon motion of Councilman Wolf, the above resolution was adopted by the following vote: Ayes, Councilman Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Alford absent, 1.

The Mayor laid before the Council the following resolution:

APPROVING AND ADOPTING THE CERTAIN  
AGREEMENT BETWEEN THE CITY OF AUSTIN,  
TRAVIS COUNTY, TEXAS, AND PAGE BROS.,  
AND AUTHORIZING AND DIRECTING THE  
EXECUTION THEREOF BY THE CITY MANAGER  
ON BEHALF OF SAID CITY OF AUSTIN.

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

THAT the following described agreement between the City of Austin, Travis County, Texas, and Page Bros. be and the same is hereby approved and adopted; and Guiton Morgan, City Manager of said City of Austin, Texas, be and he is hereby authorized and directed to execute said agreement as City Manager in the name and on behalf of said City of Austin, the text and terms of said agreement being as follows, to wit:

"P.W.A. Docket No. 9223,  
Eng. Ref No. 71,  
Market House,  
City of Austin, Texas.

THE STATE OF TEXAS #

COUNTY OF TRAVIS. #

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 1934, by  
and between City of Austin, a municipal corporation in Travis County, Texas, acting herein by

and through its City Manager, Guiton Morgan, he being authorized so to act by resolution of the City Council, hereinafter called the City, and Page Bros., a copartnership composed of O. H. Page and L. O. Page, of Enfield-Gracy Bldg., Austin, Texas, hereinafter called the Architect, RECITES:

THAT whereas, the City intends to erect a Public Market House for the City of Austin, State of Texas; now therefore,

The City and the Architect, for the considerations hereinafter named, agree as follows:

The Architect agrees to perform, for the above named work, professional services as hereinafter set forth.

The City agrees to pay the Architect for such services a fee of six per centum (6%) of the cost of the work as hereinafter provided.

The parties hereto further agree to the following conditions:

1. The Architect's Services: The Architect's professional services shall consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size drawings, the drafting of forms of proposals and contracts, the issuance of certificates of payment, the keeping of accounts and the general administration of the business and supervision of the work.

2. Payments: Payments to the Architect on account of his fee shall be made as follows: Upon letting of the contract for the construction of the building a sum equal to 50% of the basic rate of commission, computed upon the contract costs.

From time to time during the execution and progress of the work, payments shall be made on the remainder of the fee, in proportion to the completed work, on the basis of contractors' estimates, until the aggregate of all payments made on account of the fee under this agreement shall be a sum equal to the rate of commission arising from this agreement, computed upon the final cost of the work.

No deduction shall be made from the Architect's fee on account of penalty, liquidated damages and other sums withheld from payments to contractors.

It is further agreed that after making said plans, drawings and specifications, should the cost of the building, according to such plans and specifications, be a greater amount than the amount that the City has specified to be spent, then the Architect shall make all such alterations and changes in the plans and specifications as may be necessary to bring the cost of the work within the specified amount, this work to be done without additional cost to City.

3. Supervision of the Work: The Architect will endeavor to guard the City against defects and deficiencies in the work of contractors, but does not guarantee the performance of their contracts. The supervision of an Architect is to be distinguished from the continuous personal superintendence to be obtained by the employment of an Inspector.

The Architect agrees that he will employ a competent Inspector who shall be maintained at all times on the ground by the Architect. The Inspector so appointed to meet with the approval of the State Engineer of the Federal Emergency Administration of Public Works, such approval to be given in writing in advance of the beginning of the work, and the City agrees to contribute \$20.00 per week to the salary of such Inspector.

4. Preliminary Estimates: When requested to do so, the Architect will furnish preliminary estimates on the cost of the work, but he does not guarantee the accuracy of such estimates.

5. Definition of the Cost of the Work: The cost of the work, as herein referred to, means the cost to the City, but such cost shall not include any Attorney's fees, Architect's or Engineer's fees or salary of Inspector or cost of the land.