

Councilman Avery moved that the thanks of the City Council be extended to the Committee for the valuable service rendered. Motion prevailed by the following vote: Ayes, Mayor Yett, Councilmen Avery, Haynes, and Nolen, 4; naves, none, Councilman Searight absent.

The monthly report of J. N. Littlepage was read and ordered filed.

The Council then recessed.

Joey Lomsky
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, October 22, 1925.

The Council was called to order by the Mayor. Roll call showed the following members present: Mayor Yett, Councilmen Avery, Haynes, and Nolen, 4; absent, Councilman Searight.

E. C. McKinnon and Jno. Butler, representing the Kiwanis Club, appeared before the Council to ask that the headlight law be enforced.

The petition of P. F. Walker and other merchants of East 6th Street, asking that parallel parking be abolished on East 6th Street was read and laid over.

The petition of Frank Rios, asking permission to give a Mexican tent show on East 6th Street was read and Councilman Haynes moved that same be granted. Motion prevailed by the following vote: Ayes, Mayor Yett, Councilmen Haynes, 2; naves, Councilman Nolen, absent, Councilmen Avery and Searight.

The resignation of Miss Anna R. Fuchs, Public Health Nurse, was read and Councilman Haynes moved that the resignation be accepted. Motion prevailed by the following vote: Ayes, Mayor Yett, Councilmen Haynes and Nolen, 3; naves, none, Councilmen Avery and Searight absent.

Mayor Yett nominated Miss Harriet V. Maxwell as Public Health Nurse to succeed Miss Anna Fuchs resigned. Nomination was confirmed by the following vote: Ayes, Councilmen Avery, Haynes, and Nolen, 3; naves, none, Mayor Yett present but not voting, Councilman Searight absent.

Councilman Avery moved that the Mayor be authorized to execute for the City of Austin contracts with the Bastrop Lignite Coal Company, the Carr Coal Company, and the Big Lump & Texas Coal Company, as follows:

"THE STATE OF TEXAS
COUNTY OF TRAVIS.

KNOW ALL MEN BY THESE PRESENTS: That the Bastrop Lignite Coal Company, a Texas corporation, having its principal office at Temple, Bell County, Texas, hereinafter called Seller, and the CITY OF AUSTIN, a municipal corporation, of Travis County, Texas, acting by its properly constituted and authorized city officials, hereinafter called Buyer, have made and entered into the following contract and agreement, to-wit:

1st. In consideration of the agreements of the Buyer, and of the stipulations hereinafter contained, the Seller agrees and obligates itself to mine and sell to the Buyer as much as four hundred and eighty (480) tons of mine run lignite coal each week during the currency of this contract, and to mine and ship such lignite from time to time as it may be ordered by the Buyer; such lignite to be delivered in carload lots f.o.b. railroad cars at the Seller's mines in Bastrop County, Texas; such lignite to be used as fuel for the operation of the Buyer's steam boiler plant located at Austin, Texas.

2nd: In consideration of the foregoing, the Buyer hereby purchases and agrees to order and take and receive from the Seller the said four hundred and eighty (480) tons of lignite coal per week during the currency of this contract, and to use the same as a fuel in the operation of its steam plant at

Austin, Texas; and agrees and obligates itself to pay to the seller the sum of one dollar and twenty-two cents (\$1.22) a ton of 2000 pounds f.o.b. railroad cars at the mines of the Seller on the MKT railroad tracks in Bastrop County, Texas. It is agreed that the mine railroad scale weights shall govern settlements for such lignite coal, and that payments for same shall be made by the Buyer on or before the tenth of the month in which the deliveries of such lignite coal are made.

3rd. It is agreed that if at any time during the currency of this contract the ruling price of lignite coal in the Bastrop lignite fields shall be less than the price specified in the second paragraph hereof, or if the Buyer shall receive a bona fide quotation from any responsible party with mining capacity sufficient to furnish it with lignite coal, at a lower price than that specified in the second paragraph hereof and by virtue of this quotation the Buyer can procure its lignite coal f.o.b. Austin at a lower price than the cost under this contract plus freight, then the price to be charged and paid under this contract shall be either such ruling price or such quotation at the election of the Buyer; provided, that in the event said quotation shall be less than said ruling price, the Seller shall have the option to terminate this contract.

4th. It is agreed that the lignite coal furnished hereunder shall be of good grade of mine run lignite coal, and it is further agreed that if the quality of lignite coal furnished shall not be satisfactory to the Buyer, then the Buyer may at its option declare this contract null and void; otherwise this contract shall become effective on September first, 1925, and shall remain in force and effect until August 31st, 1926; provided, that this contract, in its present form and terms, may be extended at the option of the Buyer for an additional period of twelve months after August 31st, 1926.

5th. It is further agreed that neither party hereto shall be liable in damages to the other party for failure to deliver or receive lignite coal specified hereunder, if such failure is caused by strikes, accidents, failure of the railroad company to furnish or move coal cars, or any other cause beyond control of the party so in default.

6th. For the faithful performance of its obligations under this agreement the Seller agrees to enter into a bond in the sum of five thousand dollars (\$5000.00), payable to the proper representative of the Buyer, in event of default thereof.

IN TESTIMONY WHEREOF, the duly authorized officers of the respective parties have hereunto affixed the names and seals of said corporations, this September 1st, 1925.

Witness: _____

BASTROP LIGNITE COAL COMPANY

By (Sgd) F. L. Dennison, President

(Sgd) Joe Hornsby, City Clerk.

CITY OF AUSTIN

(Seal)

By (Sgd) W. D. Yett, Mayor. "

"THE STATE OF TEXAS
COUNTY OF TRAVIS. |

KNOW ALL MEN BY THESE PRESENTS:

That GARR COAL COMPANY, a Texas corporation, having its principal office and place of business at Rockdale, in Milam County, Texas, hereinafter called Seller, and CITY OF AUSTIN, a municipal corporation, of Travis County, Texas, acting by its properly constituted and authorized city officials, hereinafter called buyer, have made and entered into the following contract and agreement, to-wit:

1st.

In consideration of the agreements of the buyer and of the stipulations hereinafter contained, the Seller agrees and obligates itself to mine and sell to the Buyer as much as Nine hundred tons of mine run lignite coal each month during the currency of this contract, and to mine and ship such lignite from time to time as it may be ordered by the buyer, such lignite to be delivered in car load lots, f. o. b. the Buyer's steam boiler plant at Austin, Texas, to be used as fuel for the operation of such steam boiler plant.

2nd.

In consideration of the foregoing, the Buyer hereby purchases and agrees to order and take and receive from the Seller the said approximate Nine hundred tons of lignite coal per month during the currency of this contract, and to use the same as fuel in the operation of its steam plant at Austin, Texas, and agrees and obligates itself to pay therefor to the Seller the sum of \$1.98 per ton of 2000 lbs. f.o.b. the buyer's steam boiler plant located at Austin, Texas.

It is agreed that the railroad's weights shall govern settlement for such lignite coal, and that payments for same shall be made by the buyer on or before the tenth of the month following the month in which the deliveries of

such lignite coal are made. But Buyer shall pay the freight on such lignite as it is delivered and deducting same from the amounts due to Seller.

3rd.

It is agreed that if at any time during the currency of this contract, the ruling price of lignite coal in the City of Austin shall be less than the price specified in the second paragraph hereof, then the price to be charged and paid under this contract shall be such ruling price.

4th.

It is agreed that the lignite coal furnished hereunder shall be of a good grade of mine run lignite coal, and it is further agreed that if the quality of lignite coal furnished by the Seller shall not be satisfactory to the Buyer, then the Buyer at its option may declare this contract null and void.

This contract shall become effective on Sept. 1st, 1925, and shall remain in force and effect until August 1st, 1926, provided that this contract, in its present terms, may at the option of the buyer be extended for an additional period of twelve months after its expiration date hereunder.

5th.

It is further agreed that neither party hereto shall be liable to the other party in damages for failure to deliver or receive lignite coal specified hereunder, if such failure be caused by strikes, accidents, failure of the railroad Company to furnish cars, or any other cause beyond the reasonable control of the party so in default.

6th.

For the faithful performance of its obligations under this agreement, the Seller agrees to enter into a bond, with corporate surety, in the sum of \$5000.00, payable to the proper representative of the buyer, in event of default thereof.

IN TESTIMONY WHEREOF, the duly authorized officers of the respective parties have hereunto affixed the names and seals of said corporations, this Sept. 1st, A.D. 1925.

CARR COAL COMPANY

By (Sgd). R. W. Carr, President

CITY OF AUSTIN:

By (Sgd) W. D. Yett, Mayor.

Attest:

(Sgd) C. M. Sessions,
Secretary-Treasurer.

Attest:

(Sgd) Joe Hornsby, City Clerk.
(Seal)

THE STATE OF TEXAS |

COUNTY OF TRAVIS. |

KNOW ALL MEN BY THESE PRESENTS:

That BIG LUMP & TEXAS COAL COMPANY, a Texas corporation, having its principal office and place of business at Rockdale, in Milam County, Texas, hereinafter called seller, and CITY OF AUSTIN, a municipal corporation, of Travis County, Texas, acting by its properly constituted and authorized city officials, hereinafter called Buyer, have made and entered into the following contract and agreement, to-wit:

1st.

In consideration of the agreements of the Buyer and of the stipulations hereinafter contained, the Seller agrees and obligates itself to mine and sell to the Buyer as much as 960 tons more or less tons of mine run lignite coal each month during the currency of this contract, and to mine and ship such lignite from time to time as may be ordered by the Buyer, such lignite to be delivered in car-load lots f.o.b. the Buyer's steam boiler plant at Austin, Texas, to be used as fuel for the operation of such steam boiler plant.

2nd.

In consideration of the foregoing, the Buyer hereby purchases and agrees to order and take and receive from the Seller the said approximate 960 more or less tons of lignite coal per month during the currency of this contract, and to use the same as fuel in the operation of its steam plant at Austin, Texas, and agrees and obligates itself to pay therefor to the Seller the sum of \$1.98 per ton of 2000 lbs. f.o.b. the Buyer's steam boiler plant located at Austin, Texas.

It is agreed that the railroad's weights shall govern settlements for such lignite coal, and that payments for same shall be made by the buyer on or before the tenth of the month following the month in which the deliveries of such lignite coal

are made; but Buyer shall pay the freight on such lignite as it is delivered, deducting same from the amount due to seller.

3rd.

It is agreed that if at any time during the currency of this contract, the ruling price of lignite coal in the City of Austin shall be less than the price specified in the second paragraph hereof, then the price to be charged and paid under this contract shall be such ruling price.

4th.

It is agreed that the lignite coal furnished hereunder shall be of a good grade of mine run lignite coal, and it is further agreed that if the quality of lignite coal furnished by the seller shall not be satisfactory to the Buyer, the Buyer at its option may declare this contract null and void.

This contract shall become effective on Sept. 1st, 1925, and shall remain in force and effect until Aug. 31st, 1926, provided that this contract, in its present terms, may at the option of the Buyer be extended for an additional period of twelve months after its expiration date hereunder.

5th.

It is further agreed that neither party hereto shall be liable to the other party in damage for failure to deliver or receive lignite coal specified hereunder, if such failure be caused by strikes, accidents, failure of the railroad company to furnish or move cars, or any other cause beyond the reasonable control of the party so in default.

6th.

For the faithful performance of its obligations under this agreement, the Seller agrees to enter into a bond with corporate surety, in the sum of \$5,000.00, payable to the proper representative of the buyer in event of default thereof.

IN TESTIMONY WHEREOF, the duly authorized officers of the respective parties have hereunto affixed the names and seals of said corporations, this September 1st, A. D. 1925.

BIG LUMP & TEXAS COAL CO. ,
By (Sgd) H. C. Meyer, President.

Attest:

(Sgd) E. B. Phillips,
Secretary-Treasurer

CITY OF AUSTIN
By (Sgd) W. D. Yett, Mayor

Attest: (Sgd) Joe Hornsby,
City Clerk.

(Seal)

The Council then adjourned.

Joe Hornsby
City Clerk