

APPROPRIATIONS  
CONSTRUCTION ENGINEERING DEPARTMENT

For the Year 1932

ACCOUNT		DEPT. REQUEST	RECOMMENDED CITY MGR.	APPROVED COUNCIL
=====				
SALARIES & WAGES - 80101				
<u>Name</u>	<u>Position</u>			
H. R. F. Helland	Consulting Engineer	\$	\$	\$
	\$400.00 3 mos.	1,200.00	1,200.00	1,200.00
L. M. Chokla	Paving Engineer			
	\$300.00 3 mos.	900.00	900.00	900.00
H. H. Alexander	Asst. Engineer			
	\$240.00 2 mos.	480.00	480.00	480.00
R. E. Rogers	Rodman	\$90.00 2 mos.	180.00	180.00
R. G. Yancey	Rodman	3.00 2 mos.	156.00	156.00
E. H. Goodwin	Inspector			
	\$175.00 3 mos.	525.00	525.00	525.00
H. V. Carr	Inspector			
	\$175.00 .2 mos.	350.00	350.00	350.00
Paul Roesle	Draftsman-Calcul.			
	\$125.00 3 mos.	375.00	375.00	375.00
Luciel Lester	Stenographer			
	\$125.00 3 mos.	375.00	375.00	375.00
		<u>375.00</u>	<u>375.00</u>	<u>375.00</u>
		<u>\$4,541.00</u>	<u>\$ 4,541.00</u>	<u>\$4,541.00</u>

The above and foregoing resolution was adopted by the following vote: Ayes, Mayor McFadden, Councilmen Mueller and Steck, 3; nays, Councilman Gillis; absent, Councilman Alford, 1.

No further business coming before the Council, Councilman Mueller moved to recess, subject to call of the Mayor. Motion was seconded by Councilman Steck, and same prevailed by the following vote: Ayes, Councilman Gillis, Mayor McFadden, Councilmen Mueller and Steck, 4; nays, none; Councilman Alford absent, 1.

The Council then recessed.

APPROVED: J. W. McFadden  
Mayor.

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, February 4, 1932.

The Council was called to order by the Mayor. Roll call showed the following members present: Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; absent, none,

The Minutes of the last meeting were read and Councilman Gillis moved the adoption of same as read. Motion was seconded by Councilman Mueller and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council for final passage the following ordinance, which had been read at three separate meetings and laid over:

AN ORDINANCE ADOPTING THE CERTAIN AGREEMENT DATED NOVEMBER 28, 1931, BETWEEN AUSTIN DAM, INC., AND CITY OF AUSTIN, AND ORDERING SAID AGREEMENT TO BE RECORDED AT LENGTH IN THE MINUTES OF THE CITY COUNCIL; GRANTING TO AUSTIN DAM, INC., ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO REHABILITATE AND COMPLETE THE DAM OF THE CITY OF AUSTIN ACROSS THE COLORADO RIVER AT ITS PRESENT LOCATION; ALSO, THE FRANCHISE TO HAVE THE POSSESSION AND USE OF SAID DAM, POWER-HOUSE, EQUIPMENT, MACHINERY AND APPURTENANCES, AND ALL OF SAID HYDRO-ELECTRIC PLANT, INCLUDING LANDS, RIGHTS-OF-WAY, EASEMENTS, OVERFLOW RIGHTS, ETC., FOR THE PERIOD OF YEARS HEREIN SPECIFIED; AND ALSO THE FRANCHISE TO USE AND DISPOSE OF ALL POWER PRODUCED BY SAID HYDRO-ELECTRIC PLANT DURING SAID PERIOD; AND TO ERECT AND MAINTAIN CERTAIN TRANSMISSION LINES; ALL IN CONSIDERATION OF AND SUBJECT TO THE TERMS AND CONDITIONS EXPRESSED IN THIS ORDINANCE, AND IN THE AFORESAID AGREEMENT, AND IN THE DECREE OF COURT REFERRED TO IN THIS ORDINANCE.

Mayor McFadden moved that the above ordinance be finally passed. Motion was seconded by Councilman Mueller and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

Reports of L. E. Whitham & Company and H. R. F. Helland, Consulting Engineer, stating that the paving has been completed on Bellevue Place from the east line of Duval Street to the west line of Harris Park Avenue, District No. P-183, and on the alley between Second and Third Streets in Block 19 from the west line of Congress Avenue to the east line of Colorado Street, District No. P-69, were read and ordered filed.

The Mayor laid before the Council the following resolution:

RESOLUTION OF THE CITY OF AUSTIN, TEXAS, ACCEPTING THE IMPROVEMENT OF A PORTION OF BELLEVUE PLACE AND PRIVATE WAY OR ALLEY IN BLOCK NINETEEN, IN THE CITY OF AUSTIN, AND AUTHORIZING THE PAYMENT OF THE BALANCE DUE BY THE CITY OF AUSTIN AND THE ISSUANCE AND DELIVERY OF CERTIFICATES OF SPECIAL ASSESSMENT AGAINST OWNERS OF ABUTTING PROPERTY.

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

THAT, Whereas, heretofore the hereinafter described streets were ordered improved, contract for said work of improvement duly entered into, and assessment levied against abutting property and the owners thereof to cover the portion of the cost payable by the said property owners; and

WHEREAS, pursuant to said contract and other proceedings in connection therewith, L. E. Whitham & Company has completed the improvement of the following streets, to-wit:

BELLEVUE PLACE from the east line of Duval Street to the west line of Harris Park Avenue, known and designated as Unit or District No. P-183;

PRIVATE WAY OR ALLEY IN BLOCK NINETEEN between Second and Third Streets in Block 19 from the west line of Congress Avenue to the east line of Colorado Street, known and designated as Unit or District No. P-69.

WHEREAS, said improvement is in strict compliance with the terms of said contract, specifications adopted for said improvement, and other proceedings in connection therewith; Therefore,

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

That said improvements on said portions of said streets be and the same is hereby accepted as in full compliance with the terms of said contract, specifications and proceedings, and the final estimate due from the City of Austin to L. E. Whitham & Company be and the same is hereby ordered paid.

That the Mayor and City Clerk be and are hereby authorized and instructed to issue, execute and deliver to L. E. Whitham & Company certificates of special assessment against the abutting property and the owners thereof, evidencing the several sums of money assessed against said property and the owners thereof respectively for their pro rata of the cost of said improvements, in accordance with the terms of said contract and proceedings.

That this resolution shall take effect and be in force from and after its passage.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following resolution:

THE STATE OF TEXAS		No. 15163.
VS.		
W. S. BROWN.		IN CORPORATION COURT, CITY OF AUSTIN, TEXAS.

WHEREAS, in the above styled and numbered cause, the defendant, W. S. Brown, was on the 27th day of October, 1930, found guilty in the Corporation Court of the City of Austin of the offence of negligent collision; and

WHEREAS, said defendant appealed from said judgment of conviction to the County Court of Travis County, Texas, and said case was heard on appeal by the County Judge of said Court; and on such hearing at the request of the State's attorney, the decision of the County Judge was held up for the production of another witness by the State; and it was then and there agreed by and between the attorney representing the State and the defendant's attorney that in the event such other witness was not brought before the Court, that the Court should find the defendant not guilty, which agreement was approved by the Court; and

WHEREAS, the State's attorney was unable to locate the absent witness; and the term of the Court adjourned without further action being taken; and

WHEREAS, at a succeeding term of the Court, a new County Judge having been elected, and a new Assistant County Attorney having also been elected, and the docket being in the condition it was, on motion duly made by the County Attorney, the appellant's appeal bond was dismissed, and the case remanded to the Corporation Court of the City of Austin; and

WHEREAS, in the above stated facts, it is apparent that the fine and costs in said case against said defendant, W. S. Brown, aggregating \$19.00, should not be collected, and defendant should not be required to pay same; therefore,

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

That said fine and costs are hereby in all things remitted, and defendant discharged from all liability as to same.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following:

"Austin, Texas, February 3, 1932.

Mr. Adam R. Johnson,  
City Manager,  
Austin, Texas.

Dear Sir:

Pursuant to the request of Mrs. Rebecca A. Hearn the City Council of the City of Austin tentatively approved the southwest corner of 19th and San Jacinto Streets as a filling station site at a meeting held November 26th, 1931, subject to presenting plans and specifications to be approved by the City Engineer and Building Inspector. On the 29th day of January, 1932, acceptable plans were presented to the City Engineering Department for inspection, and we hereby advise that the following conditions exist:

(a) That she proposes to construct the filling station on property which has been classified by the City Council as being located within the "C" Commercial Use District.

(b) That she proposes to install all equipment according to City Ordinances and regulations.

We recommend that Mrs. Rebecca A. Hearn be granted a permit to construct and operate a filling station at the southwest corner of 19th and San Jacinto Streets subject to the following conditions:

(1) That all buildings and equipment shall be placed inside of the property line, correct lines to be obtained before construction starts, or equipment installed. Lines and grades to be obtained from the City Engineering Department for entrances and driveways, building plans to be approved by the City Building Inspector.

(2) That all construction of the filling station improvements shall be in accord with the Building Ordinance, Zoning Ordinance, Filling Station Ordinance and in accord with the Ordinance prohibiting the disposal of commercial water or oil upon the City's streets.

(3) That the grades of the station shall be such that no waste oils or water or any floor washing shall ever pass over the city sidewalk area, and that all of said oils and water shall be concentrated into a combined grease and sand trap which shall be constructed in accordance with our standard plan 2-H-146, and shall be conducted by a pipe connection from said sand trap to the nearest city storm sewer at the expense of the applicant. Before commencement of any construction, the applicant shall apply to the City Engineer for an estimate of the cost of that portion of the storm sewer which will have to be built within any city street or alley and shall deposit in escrow a sum equal to said estimate with the City Finance Director.

(4) That pumps shall be located as shown on the plan hereto attached, marked 2-G-166.

(5) That the location of all ramps and sidewalk area crossings shall be in accord with plan 2-G-166, which plan is hereby made a part of this resolution.

(6) That all adjacent sidewalks, curbs, ramps and gutters adjacent to that property to be developed as a filling station shall be constructed of concrete as shown on plan 2-G-166.

(7) That before any gasoline is sold from said station that the owner shall apply to the Building Inspector for final inspection and occupancy permit when he considers that he has complied with all the requirements of the City.

(Sgd) Orin E. Metcalfe,  
City Engineer.

G. S. Moore,  
Building Inspector. "

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

That the City Council of the City of Austin hereby approves the southwest corner of 19th and San Jacinto Streets as a filling station site, and hereby authorizes Mrs. Rebecca A. Hearn to construct and operate a filling station subject to same's being constructed subject to all the ordinances relating thereto, and further subject to the foregoing attached recommendations and plans, and the Building Inspector is hereby authorized to issue an occupancy permit for the operation of this filling station after full compliance with all of the provisions of this resolution, and said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of proper police, traffic and fire regulations; and the right of revocation is retained if after hearing it is found by the City Council that Mrs. Rebecca A. Hearn has failed and refused and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steok, 5; nays, none.

The application of Judge James R. Hamilton and Katharina Farr Hamilton, for permit to construct a commercial driveway across the sidewalk on the east side of San Antonio Street about thirty feet north of the north line of Twenty-Fourth Street, was read.

The Mayor then laid before the Council the following:

"Austin, Texas, February 3, 1932.

Mr. Adam R. Johnson,  
City Manager,  
Austin, Texas.

Dear Sir:

Pursuant to your request, I have investigated the request of Judge James R. Hamilton for a permit to construct a commercial driveway on the east side of San Antonio Street a short distance north of 24th Street. Said commercial driveway to be used in connection

with a taxi parking station on the property owned by Judge James R. Hamilton situated at the northeast corner of San Antonio and 24th Streets.

I recommend that a permit be granted on the condition that a concrete curb and gutter be constructed for a distance of not less than 24 feet, and that a concrete sidewalk be constructed not less than 14 feet long and that a concrete ramp be constructed between said concrete sidewalk and said concrete gutter, all in accordance with lines and grades to be furnished by the City Engineering Department by a bonded concrete sidewalk man.

Yours very truly,

(Sgd) Orin E. Metcalfe, City Engineer. "

WHEREAS, Judge James R. Hamilton has made application to the City Council for a permit to construct a commercial driveway on San Antonio Street about thirty feet north of the north line of Twenty-Fourth Street to be used in connection with a taxi parking station on the property situated at the northeast corner of San Antonio and Twenty-Fourth Streets; and

WHEREAS, the City Council has favorably considered said request; now, therefore,

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

THAT permission is hereby granted Judge James R. Hamilton to construct a commercial driveway across the sidewalk, curb and gutter area on the east side of San Antonio Street, provided all of said driveway is constructed of concrete under the direction of the City Engineer and in accordance with the attached recommendations which are hereby adopted and made a part of this resolution.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The City Manager submitted to the Council the following communication from the City Engineer:

"Austin, Texas, February 3, 1932.

Mr. Adam R. Johnson,  
City Manager,  
Austin, Texas.

Dear Sir:

About the year 1923, the County of Travis transferred the title to a pile of stone which had been taken out of the abutments of the Congress Avenue bridge to the City of Austin on the condition that the City pay the rent or leased price on the ground in the sum of \$10.00 per year. This rent was paid for the years 1924, 1925, and 1926. Since that time the City of Austin has not paid any rent for the land and Mr. W. C. Moore, present owner of the property upon which the pile of stone is lying, expects to be paid for same.

As an alternate, however, Mr. Moore has made the following proposition: That he will extend, in a westerly direction, the abutment walls of the present Congress Avenue bridge, said abutment walls to be constructed out of the rock which has been given to the City. Behind this rock and adjacent to the Congress Avenue fill or dike he proposes to place surplus sand from his gravel-washing plant.

If he goes ahead with his scheme as outlined, the City will secure the benefits of bank protection, and which will also increase the value of Mr. Moore's property. The whole proposition appears to me as being to the City's advantage. In consideration of his constructing this wall he has stated that he wants \$325.00 for the cost of the work which will be entailed, and \$50.00 for rent to date, or a total of \$375.00. In addition to agreeing to do the work as set forth, he will release the City of Austin from its obligation to continue to pay rent for the use of the land.

The rocks, although apparently useful, are of great size and with the present price of concrete improvements we can not use these rocks at any saving to the City in the construction of retaining walls. It had seemed practical, however, to use these rocks in a retaining wall parallel to South Congress Avenue so as to protect the dike close to their present location, and I had received an estimate from a local contractor for doing this work, but his price was approximately two and one-half times as great as the \$375.00 requested by Mr. Moore. I believe that the proposed type of protection will be just as valuable to the City of Austin as the parallel wall, and I recommend that Mr. Moore's proposition be accepted.

Yours very truly,

(Sgd) Orin E. Metcalfe,  
City Engineer. "

Mayor McFadden moved that the foregoing recommendations of the City Engineer be approved and the matter be referred to the City Manager for consummation. Motion was seconded by Councilman Alford and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, it appears upon investigation by the Tax Department that Lots 12 to 17, inclusive, Block 5, Outlot 75, Penn Addition, Plat 72, owned by Mrs. Ada C. Penn, have an excessive valuation for taxable purposes due to the fact that San Gabriel Street, on which these lots front, is low, and the condition of the general surroundings tends to be detrimental to this property; and,

WHEREAS, a change in the valuation of the above lots also affects the valuation on Lots 81 to 87, inclusive, Outlot 72-75, Oakwood Addition, Plat 63, owned by John A. Gracy; Lots 88 and 89, Outlot 72-75, Oakwood Addition, Plat 63, owned by Miss Athea Yeager; and Lot 90, Outlot 72-75, Oakwood Addition, Plat 63, owned by Mrs. Marie Hehl; now, therefore,

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

THAT the two-thirds valuation for taxable purposes be changed on the property listed below as follows:

Lot 12, Block 5, Outlot 75, Plat 72, Penn Addition,	changed from	\$335.00	to	\$240.00;
Lot 13, Block 5, Outlot 75, Plat 72, Penn Addition,	changed from	\$335.00	to	\$195.00;
Lots 14, 15, and 16, Block 5, Outlot 75, Plat 72, Penn Addition,	each changed from	\$330.00	to	\$195.00;
Lot 17, Block 5, Outlot 75, Plat 72, Penn Addition,	changed from	330.00	to	\$205.00;
Lot 81, Outlot 72-75, Oakwood Addition, Plat 63,	changed from	\$410.00	to	\$215.00;
Lots 82, 83, and 84, Outlot 72-75, Oakwood Addition, Plat 63,	each changed from	\$410.00	to	\$205.00;
Lots 85-86, Outlot 72-75, Oakwood Addition, Plat 63, each	changed from	\$400.00	to	\$200.00;
Lot 87, Outlot 72-75, Oakwood Addition, Plat 63,	changed from	\$400.00	to	\$240.00;
Lot 88, Outlot 72-75, Oakwood Addition, Plat 63,	changed from	\$400.00	to	\$240.00;
Lot 89, Outlot 72-75, Oakwood Addition, Plat 63,	changed from	\$400.00	to	\$350.00;
Lot 90, Outlot 72-75, Oakwood Addition, Plat 63,	changed from	\$435.00	to	\$385.00.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

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 SOUTH THIRD STREET from West Mary Street southerly to the city limits, the centerline of which gas main shall be 15 feet west of and parallel to the centerline of said South Third Street. Said gas main described above shall have a cover of not less than 2½ feet.

(2) A gas main in ELIZABETH STREET from South Congress Avenue to Brackenridge Street, the center line of which gas main shall be 20 feet north of and parallel to the south line of said Elizabeth Street. Said gas main described above shall have a cover of not less than 2½ feet.

(3) A gas main in POPONOE STREET from Red River Street westerly approximately three (3) blocks, the center line of which gas main shall be 7 feet north of and parallel to the south line of said Poponoe Street. Said gas main described above shall have a cover of not less than 3½ 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 wherever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of back-filling 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 above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following ordinance:

AN ORDINANCE AMENDING AN ORDINANCE ENTITLED: "AN ORDINANCE CREATING AND ESTABLISHING FIRE ZONES IN THE CITY OF AUSTIN, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY." BY CHANGING BLOCKS 24, 186 and 187, OF THE ORIGINAL CITY OF AUSTIN, FROM FIRE ZONE NUMBER TWO (2) TO FIRE ZONE NUMBER FOUR (4).

The above ordinance was read the first time and Council Mueller moved a suspension of the rule and the placing of the ordinance on its second reading. Motion was seconded by Councilman Gillis and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The ordinance was read the second time and Councilman Mueller moved a further suspension of the rule and the placing of the ordinance on its third reading. Motion was seconded by Councilman Gillis and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The ordinance was read the third time and Councilman Mueller moved that same be finally passed. Motion was seconded by Councilman Alford, and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, on May 27, 1925, in Cause No. 38292, styled City of Austin vs J.L.Hunter, et al, in the District Court of Travis County, Texas, and filed February 15, 1921, City of Austin recovered judgment against said J. L. Hunter, et al, in the sum of \$1521.53, which judgment was for taxes due the City of Austin by said parties for the years 1919, 1920, 1921, 1922, and 1923, on Lots 5 and 6, Block 107, City of Austin; and

WHEREAS, said J. L. Hunter has filed his affidavit with the Tax Department, showing that on September 17, 1921, he paid the taxes due the City of Austin on said property for the year 1920, and that his receipt therefor was destroyed by fire in the fire that burned the home on said property in September, 1925; but that, notwithstanding the fact that he paid such taxes for said year, same were thereafter included in said judgment; and further, that thereafter, on January 11, 1927, he was required by the City to again pay and did pay under protest the taxes claimed for said year 1920, which then aggregated the

sum of \$379.83; and

WHEREAS, the records show that the taxes involved in said judgment for the years 1919, 1920, and 1921, have been paid; and

WHEREAS, on July 18, 1928, in Cause No. 45478, styled City of Austin vs J. L. Hunter, et al, in the District Court of Travis County, Texas, the City of Austin recovered judgment against said J. L. Hunter, et al for the sum of \$1,225.53, for city taxes for the years 1922, 1923, 1924, and 1925, together with interest, penalties and costs of suit; and

WHEREAS, there is now due on said last named judgment, on account of taxes against said property, the sum of \$1,273.80; and

WHEREAS, said J. L. Hunter has proposed to settle said last named judgment for the sum of \$1100.76, which is \$173.04 less than the present value of said judgment, and which proposition the City Council deems it advisable to accept, in view of the sworn statement of said J. L. Hunter that he has been required to twice pay said taxes for 1920, which represents the sum of \$379.83 in excess of what he should have been required to pay; therefore,

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

THAT, in view of the premises, the proposition of said J. L. Hunter to settle the judgment obtained by the City in said Cause No. 45478 for the sum of \$1100.76, be and the same is hereby accepted, and the City Assessor and Collector of Taxes is hereby instructed to receive said payment in said settlement and to issue to said J. L. Hunter tax receipts for the taxes due on said property for the years 1922, 1923, 1924, and 1925, and to make proper distribution of said payment to said years, respectively; and

BE IT FURTHER RESOLVED:

THAT the City Manager is authorized and directed to issue the releases of the City of Austin to said J. L. Hunter of the judgments obtained in both of the above named causes, to-wit, No. 38292 and No. 45478; and

BE IT FURTHER RESOLVED:

THAT all of the above is upon the condition that said J. L. Hunter shall immediately pay the city taxes on said property for the year 1929, the taxes for the years 1926, 1927, 1928, and 1930 having already been paid, and that he pay the sum of \$3.00, the balance of court costs remaining due in Cause No. 45478.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

A letter from the State Highway Department to the City Engineer, agreeing to pave that portion of Alice Avenue lying outside of the city limits to connect with State Highway No. 29 provided the City of Austin would authorize the marking of an alternate route for Highway No. 29 on Alice Avenue to Thirty-Eighth Street, thence to Wabash Avenue, thence on Wabash Avenue to Thirty-Fourth Street, thence on Thirty-Fourth Street to Guadalupe Street, was read.

Mayor McFadden moved that the above proposed route be approved, in accordance with the recommendations of the City Engineer. Motion was seconded by Councilman Gillis and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

Mayor McFadden moved that the recommendations of the United Engineers, Inc., the City Manager and the Superintendent of Electrical Department, relative to the various bids on equipment for the steam generating plant be approved and awards made as follows:

Motors to Allis Chalmers Manufacturing Company, in the amount of -----\$7,186.00

Switching Equipment to Engineering Equipment Company, in the amount of -----\$11,500.00



Reducing Valve and Desuperheater to Schutte & Koerting Company , in the amount of - - - - - \$ 1,008.40

Structural Steel to Heierman-Tips, in the amount of - - - - - 10,700.00

Plate Work to Houston Structural Steel Company, in the amount - - - - 5,148.00

Valves to Walter Tips Company, in the amount of - - - - - 7,347.00

Feed Water Regulator, to Northern Equipment Company, in the amount of 1,320.00

Refractories to Walter Tips Company, in the amount of ----- 4,211.65

Refractories to Butler Brick Company , in the amount of - - - - - 1,453.50

Safety Valve to Consolidated Ashcroft-Hancock Company, in the amount of- 372.72

Instruments:

Recording Instruments to Bristol Company, in the amount of - - - - 221.32

Indicating Thermometers to C. J. Tagliabue Manufacturing Company,- 175.32

Indicating Pressure Gauges to Consolidated Ashcroft-Hancock Co. - 57.45

Boiler Meters to Bailey Meter Company, in the amount of - - - - - 1,844.00

Multipoint Draft Gauges, to Bailey Meter Company, in the amount of - 366.00

CO<sub>2</sub> Recorder to Permutit Company, in the amount of - - - - - 418.00

Changing Flow Meter to Bailey Meter Company, in the amount of - - - - 248.00

Motion was seconded by Councilman Mueller and same prevailed by the following vote:

Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

Statements of the Finance Director, showing cash on hand in the Street Improvement Bond Fund and Sanitary Sewer Bond Fund on January 31, 1932, were read.

The Mayor laid before the Council the following resolution:

WHEREAS, Brown & Root, Inc., are the owners of all the property situated in Block 24 of the Original City of Austin; and

WHEREAS, it appears that this alley is a blind alley and runs into Shoal Creek and would never be used as a means of ingress and egress to any other property or to any other street; and therefore not necessary for public convenience;

Therefore,

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

THAT the alley running east and west through Block 24 of the Original City be and the same is hereby permanently vacated and closed, but there is reserved to the City of Austin the right and easement perpetually to enter said alley for the purpose of laying and constructing and maintaining its public utilities, or any other utilities controlled by the City, without cost to the City of Austin for any damages that might occur to any improvements whatsoever placed by any property owner.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the report of the Director of Finance, showing the various items of delinquent taxes journalled off the tax rolls during the year 1931. Councilman Steck moved that said report and action be approved. Motion was seconded by Councilman Mueller and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the report of the Director of Finance, showing the various items of current taxes journalled off the tax rolls during the year 1931. Councilman Steck moved that said report and action be approved. Motion was seconded by Council-

man Mueller and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, all the general administrative expense of the City of Austin is paid from the City's General Fund; and

WHEREAS, the Water, Light and Power Department has borne its ratable share of this said expense for the years 1929, 1930 and 1931 in the amounts of \$36,000.00, \$36,000.00, and \$32,000.00 respectively; and

WHEREAS, during the year 1928, in lieu of its pro-rata share of the general administrative expense, the Water, Light and Power Department transferred to the General Fund the sum of \$35,000.00, which amount has since stood upon the City's books as an inter-departmental loan; therefore,

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

That the said transfer of \$35,000.00 be, and the same is hereby considered as the just and equitable proportion of general administrative expense to be borne by the Water, Light and Power Department for the year 1928; and

BE IT FURTHER RESOLVED:

THAT the Director of Finance be authorized and directed to dispose of all open accounts representing the said 1928 transfers in the manner provided for closing current revenue and expense accounts.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Mayor laid before the Council the following resolution:

WHEREAS, the Water, Light and Power Department advanced the sum of \$10,825.82 for the completion of construction and equipment of the new units erected at Brackenridge Hospital, due to the insufficiency of the original bond funds to complete the said project; and

WHEREAS, it now appears to be impracticable to issue additional bonds for the purpose of liquidating the above Hospital Bond Fund indebtedness to the Water, Light and Power Department; therefore,

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

THAT the said indebtedness be and the same is hereby absorbed by the Water, Light and Power Department as of December 31, 1931, and that the Director of Finance be authorized and directed to reflect this action on the records of the City of Austin.

The above resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

No further business coming before the Council, Councilman Alford moved to recess, subject to call of the Mayor. Motion was seconded by Councilman Mueller and same prevailed by the following vote: Ayes, Councilmen Alford, Gillis, Mayor McFadden, Councilmen Mueller and Steck, 5; nays, none.

The Council then recessed.

Approved: P. H. McFadden

Mayor.

The certain Agreement, dated November 28, 1931, between the Austin Dam, Inc., and the City of Austin, referred to in the certain ordinance passed by the City Council on February 4, 1932, the caption of which ordinance is recorded on Page 215 hereof, is here copied in full, as follows:

"

No. 292 - In Equity  
IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

---

THE NEW YORK TRUST COMPANY, Plaintiff

-Vs-

THE CITY WATER POWER COMPANY, ET AL, Defendants

(CITY OF AUSTIN Vs. AUSTIN DAM, INC.)

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In consideration of and in order to effect a compromise and settlement of the issues and controversies between the parties hereto, in the above entitled and numbered cause, the City of Austin, hereinafter called "City", and the Austin Dam, Inc., hereinafter called "Company", make and enter into the following agreement:

SECTION I

What is known as the Johnson Franchise Contract involved in this cause shall be and is hereby cancelled, and the title to the dam and appurtenances, machinery, and equipment, and the reservoir and transmission line, and all property furnished, erected and provided under the terms of said franchise contract, shall be and are hereby vested in the City, subject to the rights and privileges, terms and conditions hereinafter set forth.

SECTION II

The Company shall, and it hereby agrees, at its own cost and expense, to rehabilitate, build and complete the said dam across the Colorado River to an elevation of not less than sixty (60) feet, which elevation is understood to be that of the top of the spill-way of the original dam, and to repair and rehabilitate the power-house and machinery and equipment now installed therein or furnish and install hydro-electric machinery of not less than 3600 kw at 80% power factor total capacity and to install sub equipment as is necessary for the transformation of power and the control of the hydro-electric generators and for control of two circuits which will connect said hydro-electric plant with the steam plant of City, all in accordance with general plans and specifications prepared by Company's engineers, one copy of which shall be upon the execution and delivery of this agreement delivered to the City and a detail of such plans and specifications shall be delivered to the City within sixty days before such work of rehabilita-

tion shall have begun. Said plans and specifications shall provide that they may be changed in such manner as in the judgment of Company's engineers shall be considered most desirable, provided the hydro-electric plant, machinery and equipment shall be sufficient to generate and produce 3600 kw at 80% power factor when pond is full at said elevation of sixty (60) feet; and Company shall have the right to furnish and install such additional generating capacity as it may desire.

The Company also agrees to repair and rebuild the City's 6600 volt, double-circuit transmission line between hydro-electric plant and City's steam plant and place same in good condition for operation at an electrical potential of 15,000 volts. Sole title to said line shall be vested in the City and City shall maintain and operate said line at its own cost and expense.

### SECTION III

Subject to the provisions of this contract, the Company, and its assigns, shall have the possession and use of said dam, power-house, equipment, machinery and appurtenances, and all of said hydro-electric plant, including rights-of-way, easements, overflow rights, etc., acquired or held by the City in connection therewith, and the lands hereinafter described, for a period of forty years from and after date of completion of said dam and plant. And for the same period of time the Company, and its assigns, shall also have the right to use and dispose of all power produced by said plant during said period of forty years, so long as and provided that, subject to the provisions of this contract, Company shall deliver to City 4,000,000 kwh of electric energy per calendar year during said forty year period as generated at said plant or from other sources available.

The land above referred to is the land now occupied by the dam and structures and all lands adjacent to the dam belonging to the City, below and down stream from a line 25 feet above or up-stream from the crest of the dam.

The said four million (4,000,000) kwh electrical energy per annum during said forty-year period shall be reserved by Company for, and be delivered to City, free of charge, at point of delivery, at any time City may demand the same during said forty-year period, between the hours of 10:00 P. M. of one day and 6:00 A. M. of the following day, and at any time on Sundays, Christmas, New Years, Fourth-of-July, Labor Day and Thanksgiving Day. The said energy shall be delivered to City at such rate of supply, during said hours and days, as the City may from time to time during said forty-year period demand, up to, but not exceeding six thousand (6,000) kw; and the City's right to demand and receive such power, and the Company's obligation to deliver same, shall not be limited to the power generated at said dam; but the Company shall have the right to supply all or any part of said reserved power and requirement of City, from any other source, or sources, available. Said four million (4,000,000) kwh annually shall be delivered to City at the hydro-electric plant bus, same being the point of delivery herein referred to, and at the nominal voltage of 11,000 volts, and at a frequency of 60 cycles, 3 phase, and the power factor at all times shall be not less than that of City's distribution system, with usual commercial variations in said voltage and frequency.

The Company shall not be liable to City for loss arising out of damage, interruption, and/or diminution to transmission lines and/or source of supply of electricity provided herein to be delivered to City, but Company shall exercise diligence in restor-

ing said service and the full supply of power and energy above provided for; and if the Company shall fail from above causes to supply the full amount of four million (4,000,000) kwh during any calendar year, the deficiency shall be supplied by Company to City in the following year.

The Company shall provide and maintain metering equipment at said hydro-electric plant on the City's line with which to measure the said amount of energy to City, and rate of delivery of same. The amount of power supplied to City shall be determined by a curve drawing wattmeter or other approved type of recording wattmeter acceptable to City. The amount of energy supplied to City shall be determined by means of an integrating watt-hour meter or meters of standard approved type, acceptable to City. The Company will at any time, upon three days notice, inspect and test such meters in the presence of a representative of the City, and whenever any test shall show the curve drawing watt-meter in error more than four per cent (4%), or the integrating watthour-meter in error more than two per cent (2%), such meter or meters shall be readjusted to register within the limits specified.

#### SECTION IV

So long as Company, or its assigns, shall elect to operate said dam and appurtenances, under the terms hereof, it shall keep the dam, power-house, substation and such machinery and other equipment as is necessary to generate power at said dam and to deliver same to City, in good state of repair, and Company shall operate the same at its own cost and expense. Company shall have the right at any time during the said forty-year period, and from time to time as it may see fit, to install any apparatus or equipment it desires on said premises, and/or to substitute for any machinery or equipment now installed, or which may hereafter be installed, other machinery of another size or type, provided, however, that at the end of said forty-year period Company and its assigns shall deliver to City said dam, appurtenances, machinery and equipment then installed which are essential or necessary or used or useful in the generation of power at said dam and the transmission and delivery thereof to City. Subject to provisions of this Section, Company shall at any and all times during said forty-year period have the right to remove, and sell, and dispose of for its own account, any and all machinery, appurtenances and equipment now installed, or which may hereafter be installed on said premises. But the Company shall not, however, remove any of said machinery or equipment essential or used or useful in the generation of power at said dam or the delivery of same to City during the last five years of said forty-year period without approval of City unless it shall forthwith replace same with machinery or equipment of equal or greater size and efficiency, and Company agrees that in no event shall the machinery, equipment and appurtenances in said plant at the end of said forty-year period be of less capacity than 3600 kw at 80% power factor.

#### SECTION V

Company shall begin the work of rehabilitating said dam and hydro-electric plant within two years from the date hereof and diligently pursue said work and complete said dam and plant, and shall have the same in operation, on or before November 30, 1935, unless prevented by war, strikes, riots, floods, wash-outs or other causes beyond its control coming reasonably within the term "force majeure".

In case of delay for any of the above reasons, Company shall notify City of such delay as and when it occurs and the reason therefor and said time of completion shall be extended beyond the said thirtieth day of November, 1935, by a term or terms equivalent to such delay, or delays.

#### SECTION VI

In case Company should fail to commence said work within the time above provided, or if after having commenced same, should fail to prosecute such work with diligence and as a result thereof should fail to complete said structures and plant on or before November 30, 1935, or such later date as may be established by such extensions of time as shall result from delays, as above provided, or if, after said dam and structures are completed and placed in operation, the same should be broken or destroyed and Company should discontinue the operation of said plant and should fail or refuse to commence the work of repairing and restoring the same within six months thereafter, unless prevented by causes of force majeure, and to complete such restoration within a reasonable time thereafter so as to resume the operation thereof, at the option of City the said forty-year period aforesaid shall terminate, and company hereby agrees and obligates itself and assigns to surrender possession of said plant, dam and premises to City upon demand in writing; and in event of failure or refusal, City shall have and is hereby granted and given the absolute and unrestricted right and power to enter upon said premises and take possession of said dam, hydro-electric plant and property and every part and parcel thereof, without let or hindrance, and eject therefrom all persons found in possession thereof, and all damages of every kind occasioned by said entry and ejection are hereby expressly waived; or, the City shall have the right, if it so elects, and it is hereby expressly authorized, to apply to the Court in which the above mentioned case is now pending, for, and said Court is hereby expressly authorized, empowered and requested upon such application, to issue the proper writ or process requiring the Marshal of said District to deliver possession of said dam, power-house, machinery and hydro-electric plant and every part thereof, to the City. It is expressly understood that Company shall have the right at any time before and all times during said terms, upon its surrendering possession of and the execution and delivery to City of a relinquishment in writing of all the rights, title, interests or privileges that it has or may have in and to said dam, structures, power-house, equipment, machinery, etc., under the terms hereof, to a full and complete release and discharge from any and all obligations or liabilities imposed upon or assumed by it under the provisions hereof, and it shall have the right at its election and at its own cost and expense to remove any and all appurtenances, apparatus, or equipment installed on said premises, not used or useful or necessary to or in the generation of electric energy at said hydro-electric plant or to the transmission and delivery thereto to City. Provided, however, if and when Company surrenders said property as in this Section VI provided, it shall not remove any machinery or appliances used or useful in the generation of electricity or the delivery of same to City, and in event the capacity of said generating machinery or appliances shall then be less than 3600 kw at 80% power factor, Company shall restore such machinery and appliances to a total capacity of not less than 3600 kw at 80% power factor. Nothing herein shall be construed as requiring Company to restore dam or hydraulic appurtenances if damaged, broken or destroyed nor to restore generating facilities or machinery or appliances damaged or destroyed from causes coincident with or



arising out of such damage, break or destruction to said dam or hydraulic appurtenances,

#### SECTION VII

Company shall have the right, and it is hereby granted the right, to erect and maintain for said period of forty years a connecting line or lines with such appurtenances as may be necessary or desirable in connection therewith from said hydro-electric plant and power-house to the City limits, and such line or lines shall be located along such practicable route, or routes, lying generally in a northerly direction from said dam-site, and following as near as practicable the lake-shore to the City's present north limits, or in such other direction as may be agreed upon by Company and City; but the City shall not be liable or responsible for the cost of the right of way for said line or any damages occasioned by the building of the same; and the Company shall indemnify the City against any damages that may be recovered against the City on account of the presence of such line or lines within the City limits.

All the power generated at said hydro-electric plant shall be transmitted therefrom exclusively along and by means of aforesaid line or lines of Company extending from said plant to said City limits, and all of power generated at said plant shall be delivered thereby exclusively to Company or to some customer of the Company at a point beyond and outside said corporate limits of City, except such power as shall be delivered to City as herein provided for; and no power shall be sold or distributed or in any manner disposed of or delivered to any person, firm, corporation, or institution whatsoever along said transmission line or lines of Company between said hydro-electric plant and said corporate limits of City.

#### SECTION VIII

It is expressly agreed and herein stipulated that the title to said dam, appurtenances, power-house, machinery, water rights, over-floer rights, and all of the property and equipment pertaining to said hydro-electric plant, shall forever vest in the City of Austin, and that City shall have the right during said term of forty years, to make or permit to be made such use of the lake created by said dam for recreational or other purposes, as will not materially interfere with Company in the exercise of the rights herein granted. Since said property does and shall always belong to the City it is considered, understood and agreed that neither the said property nor the right to the possession, use and operation of the same, is or shall be subject to any kind of a city tax, or assessment; and it is expressly here stipulated that said consideration, understanding and agreement is one of the principal considerations moving the parties hereto to enter into this contract.

City shall use its best efforts to prevent its employees, and the public, while using said lake, from trespassing on said dam and appurtenant structures and from coming within close proximity thereto. Company shall have the right to establish reasonable areas or zones in close proximity to said dam from which, in its opinion, public safety requires that the public be excluded, and to post and maintain in or near such areas or zones notices or warnings of the dangers and hazards to persons remaining therein while said plant is in operation, and particularly when said river is at flood stage, or flood is threatened, and the gates on said dam are opened. City shall co-operate with Company in protecting the public and the Company against such hazards and dangers, and to that

and shall enact proper ordinance prohibiting trespassing on said dam and structures and within such areas or zones under pains and penalties provided for therein.

#### SECTION IX

It is expressly agreed and stipulated that the water in the lake created by said dam shall not, in the operation of said plant, be lowered below a point thirteen (13) feet below the crest of said dam during said forty-year period except in cases of emergency, or when it becomes necessary to reduce the level below such point in order to prevent threatened damage or to make needed repairs.

#### SECTION X

The Company, its successors and assigns, may cause its obligations hereunder to be performed, in whole or in part, by others, and may permit others to have and enjoy rights hereunder; but no assignment, in whole or in part, shall relieve Company from any of its obligations hereunder; and no such assignment shall have the effect of conferring upon any assignee any right or privilege not granted in this contract.

#### SECTION XI

This agreement shall be duly passed and adopted by an Ordinance of the City Council of the City of Austin, and when so passed and adopted, shall operate as a franchise conferring upon the Company the rights and powers to do and to perform the services, acts and things herein provided for, and the several terms and provisions hereof shall inure to the benefit of, and become binding upon, the City and its successors, and upon Company, its successors and assigns, respectively.

#### SECTION XII

This contract shall be filed among the papers in the above cause, and the Court wherein said cause is pending is hereby authorized to enter such decree as may be deemed necessary and proper to enforce, carry out and give effect to this contract and every part thereof.

Executed in triplicate original this the 28th day of November, A. D. 1931.

THE CITY OF AUSTIN

By (Sgd) J. Bouldin Rector,  
City Attorney.

(Sgd) White, Taylor & Gardner,

By (Sgd) Ike D. White  
Its Attorneys of Record.

AUSTIN DAM, INC.

(Sgd) Black & Graves

(Sgd) Ireland Graves

(Sgd) Templeton, Brooks, Napier & Brown

(Sgd) Howard Templeton  
Its Attorneys of Record.