

the attached affidavit of the said Benjamin Clarence Sibley that the valuation of \$250.00 for taxation purposes is excessive.

The resolution was passed by a vote of 5 yeas, no nays.

APPROVED, Sept. 12, 1918: A. P. Wooldridge, Mayor.

The Council then adjourned.

*A. P. Wooldridge*

City Clerk

SPECIAL MEETING OF THE CITY COUNCIL: Austin, Texas, Sept. 13, 1918.

The Council met with all members present.

The Mayor laid before the Council the following resolution:

RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS:

That the Mayor of this city be and he is hereby authorized to enter into a contract with the State of Texas to supply water, light and power to all of the State public institutions situated in and near this city.

*Res. Contract with State for water, light & power*

The resolution was adopted by the following vote: Yeas, Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes, and Powell, 5; nays none.

APPROVED, Sept. 13, 1918: A. P. Wooldridge, Mayor.

The contract referred to in the foregoing resolution is as follows:

THE STATE OF TEXAS, }  
COUNTY OF TRAVIS. }

This memorandum and agreement made by and between the State of Texas, acting by the Governor, hereinafter called party of the first part, and the City of Austin, a municipal corporation, hereinafter called party of the second part, acting herein by the Mayor of said city, pursuant to a resolution thereunto authorizing him, which was heretofore duly adopted by the City Council of said city, WITNESSETH:

*Contract with State for water, light & power*

That subject to the exceptions, restrictions and limitations hereinafter set forth, said party of the second part has contracted and does hereby contract and agree with said party of the first part, and does hereby obligate and bind itself to furnish and supply whenever and as may be required by said party of the first part for said State, for and during a period of one year from and after midnight of the first day of September, 1918, water and electric light and power to the State of Texas for the State Capitol and grounds, the General Land Office, the Governor's Mansion, the State University and the various eleemosynary and other public institutions of said State in the City of Austin and its environs, in sufficient and ample quantities for all practical purposes.

But it is stipulated and agreed that said party of the second part shall not be required to deliver water to the Deaf, Dumb and Blind Asylum for Colored Youths above the ground story of its buildings; nor into the standpipe of the Lunatic Asylum, except at the base thereof.

It is further stipulated and provided that the party of the second

part shall not be required to extend its light and power lines and water mains beyond the limits of the City of Austin except at the expense of the party of the first part.

And the party of the second part shall not be required to furnish water at any place at a greater pressure than is furnished the citizens of Austin similarly located.

In case said party of the first part desires greater pressure of water at any of its public institutions than can be furnished by the Water, Light and Power Plant as said plant is generally managed, said party of the first part shall provide at its expense the necessary equipment and operate same at expense of party of the first part.

And it is expressly stipulated, agreed and understood that the State of Texas, or said party of the first part, may, as often and whenever it may so desire, discontinue taking water, light and power, or any one or two or all of them in any one or more such buildings, grounds or institutions; but no such discontinuance or discontinuances shall in any event or in anywise affect the right of said State, or of said party of the first part, to resume at will taking under this agreement water and light and power or any one or two or all of them for any one or more of such buildings, grounds or institutions.

Said party of the first part hereby covenants and agrees that for such water and electric light and power as may be furnished under this agreement, the State of Texas will pay to said party of the second part at the following rates, to-wit:

METER RATES FOR ELECTRIC POWER FOR EACH INSTITUTION

|                                                      |                         |
|------------------------------------------------------|-------------------------|
| For a monthly consumption of 1,000 watts to 500,000, | 7 cents per 1000 watts. |
| " " " " 500,001 " 1,000,000,                         | 5 " " 1000 "            |
| " " " " 1,000,001 " 5,000,000,                       | 4 " " 1000 "            |
| " " " " 5,000,001 " or more,                         | 3 " " 1000 "            |

METER RATES FOR ELECTRIC LIGHTS FOR EACH INSTITUTION

Seven cents per one thousand watts.

METER RATES FOR WATER FOR EACH INSTITUTION

Ten cents for each one thousand gallons.

It is further agreed that the State of Texas will make monthly payments to said party of the second part of the amounts due under this agreement for the water and electric light and power which may be furnished, as provided herein, such payments to be made upon bills therefor to be rendered by said party of the second part to said party of the first part, properly verified by affidavit, such bills to be approved by the proper officer or officers in charge of the property when services are rendered.

It is further stipulated and agreed that said party of the first part has paid for and owns or will pay for and own the necessary meters, and that said party of the second part will put in the said meters, and, except as otherwise hereinafter provided, will bear all expenses of making necessary connections and any and all other expenses incident to such work, and to properly preparing same for use.

It is further stipulated, agreed and understood that if said

party of the second part shall at any time fail to provide and furnish in accordance with the terms and provisions of this agreement a suitable and adequate supply of water, light or power, said party of the first part shall, at its option, have the right to cancel and annul this contract.

Upon the expiration of this contract the party of the first part has the option to renew the same for two years upon the same terms and conditions.

IN TESTIMONY WHEREOF, witness our hands in duplicate at Austin, Texas, on this 13 day of September, A. D. 1918.

STATE OF TEXAS

By W. P. Hobby, Governor.

CITY OF AUSTIN

By A. P. Wooldridge, Mayor.

The above and foregoing contract ratified and approved this 13 day of September, 1918.

W. P. Hobby, Governor,

B. F. Looney, Attorney General,

H. B. Terrell, Comptroller.

W A T E R A N D L I G H T B O A R D

Councilman Bartholomew offered the following resolution:

RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS:

That the attached schedule for water, light and power rates effective October 1st, 1918, be and the same is hereby adopted.

The resolution was passed by the following vote: Yeas, Mayor Wooldridge, Councilmen Anthony, Bartholomew, Haynes, and Powell, 5; nays none.

APPROVED, Sept. 13, 1918: A. P. Wooldridge, Mayor.

Following is the schedule of water, light and power rates referred to in the foregoing resolution:

Water Rates

2,500 Gallons (Minimum) 50 Cents.

|          |         |   |                               |
|----------|---------|---|-------------------------------|
| First    | 25,000  | " | at 20 cts. per 1,000 gallons. |
| Next     | 125,000 | " | " 15 " " 1,000 "              |
| Next     | 150,000 | " | " 12½ " " 1,000 "             |
| All over | 300,000 | " | " 10 " " 1,000 "              |

Light Rates

5 K. W. (Minimum) 50 Cents.

|          |          |                     |
|----------|----------|---------------------|
| First    | 100 K.W. | at 10 cts. per K.W. |
| Next     | 100 "    | " 8 " " "           |
| Next     | 200 "    | " 7 " " "           |
| Next     | 300 "    | " 6 " " "           |
| Next     | 1,000 "  | " 5 " " "           |
| Next     | 1,300 "  | " 4 " " "           |
| All over | 3,000 "  | " 3 " " "           |

*Schedule of  
water, light  
-power rates.*

Power Rates

12½ K. W. (Minimum) \$1.00.

|          |          |           |          |     |  |
|----------|----------|-----------|----------|-----|--|
| First    | 100 K.W. | at 8 cts. | per K.W. |     |  |
| Next     | 200 "    | " 6 "     | " "      | " " |  |
| Next     | 300 "    | " 5 "     | " "      | " " |  |
| Next     | 1,400 "  | " 4 "     | " "      | " " |  |
| All over | 2,000 "  | " 3 "     | " "      | " " |  |

The Council then adjourned.

*V. E. Martin*

City Clerk

SPECIAL MEETING OF THE CITY COUNCIL: Austin, Texas, Sept. 14, 1918.

The Council met with all members present.

The Mayor laid before the Council the following resolution:

RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS:

That grave space No. 6, Lot 23, Section "D," Oakwood Annex, be and the same is hereby donated as a place of burial for the remains of Eugene Harwood whose body has been buried in error on Lot No. 991, Oakwood Cemetery.

This donation is made to relieve W. A. Alff, Sexton, from the cost and responsibility for a natural mistake he made in burying the remains of Eugene Harwood upon Lot No. 991, Oakwood Cemetery, under the representation from the father of young Eugene Harwood that he had the right and authority to inter the remains of his son upon said Lot No. 991, Oakwood Cemetery, and

BE IT RESOLVED FURTHER:

That the cost of this donation be charged to the contingent fund of Oakwood Cemetery, and the amount, \$7.50, credited to the sale of lots in Oakwood Cemetery Annex.

The resolution was adopted by vote of 5 yeas, no nays.

APPROVED, Sept. 14, 1918: A. P. Wooldridge, Mayor.

The Council then adjourned.

*V. E. Martin*

City Clerk

*Grave Space  
for Body of  
Eugene Harwood*