

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, January 31, 1929.

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

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

Mayor McFadden laid before the Council the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN (a Municipal Corporation):

THAT said Corporation's City Manager be and he is hereby duly authorized and fully empowered to enter into and execute, for and in the name of said corporation, one certain written agreement dated January 31, 1929, between said corporation and International-Great Northern Railroad Company, herein called Carrier, respecting among certain things One 24" water pipe line crossing right of way and tracks of International-Great Northern Railroad Company, true copy of said agreement being attached hereto as part hereof.

"PIPE LINE AND CANAL CROSSING LICENSE.

This instrument executed in duplicate on this 31st day of January, A.D. 1929, WITNESSETH:

The undersigned Carrier hereby grants, solely on the herein expressed terms and conditions, and the undersigned Licensee, City of Austin (municipal corporation) hereby accepts, permission to install, keep, and use, free of charge, for conveying water (24" line) along or across the right of way or other grounds constituting a part of Carrier's railroad (hereinafter called premises) at or near Austin, Travis County, Texas, a certain pipe line (or canal and/or flume), the same to be located as shown by dotted yellow line and of said right of way if limited to any track, by white line, but, if wider, by red lines on the map or plat marked Exhibit "A" and hereto attached and made a part hereof.

1. Licensee shall furnish, or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line (or canal and/or flume) to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of any pipe line or canal and/or flume at least four feet below bottom of rail thereover. Licensee shall cause any Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit "B" attached hereto as part hereof; obtaining Exhibit B, if missing, from Carrier. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee, at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall, in advance, deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay difference; if more, Carrier shall repay difference. Licensee when returning this license (signed) shall pay to carrier ten dollars for preparing it. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, plus 10% to cover accounting and supervision, and Carrier's cost price of all materials f.o.b. Carrier's rails plus 10% to cover handling and accounting, plus freight at tariff to point of use. Carrier may connect with and discharge sewage into Pipe Line while serving as sewer.

2. Licensee agrees to indemnify and hold harmless the Carrier from all liability damage and expense, including attorney's fees and costs, which the Carrier may incur or suffer, caused by the installation, maintenance, existence or use of Pipe Line (or canal and/or flume).

3. Term hereof shall begin with the 1st day of February, 1929, and continue thereafter indefinitely as long as Licensee shall perform the covenants hereof and shall reasonably need in its business the permission granted hereby and shall not abandon the said Pipe Line (or canal and/or flume). In the event Licensee shall fail to perform the covenants hereof, or shall not reasonably need in its business the permission granted hereby, or shall abandon the said Pipe Line (or canal and/or flume) the term hereof may be terminated by expiration of thirty days following serving, by Carrier on Licensee of written notice of intention to end term hereof. Term hereof may also be concluded by expiration of thirty days following serving by Licensee on Carrier of written notice of intention to

end term hereof. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line (or canal and/or flume) or when deposited, postage prepaid, in U. S. mail addressed as aforesaid, not later than last day of term hereof Licensee shall remove Pipe Line (or canal and/or flume) and restore premises. Any of Pipe Line (or canal and/or flume) not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided, no right of Licensee shall be transferred or assigned either voluntarily or involuntarily except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY,

By (Sgd)

Executive Vice-President,
Carrier

Attest:

Assistant Secretary

CITY OF AUSTIN,

By (Sgd) Adam R. Johnson,
City Manager.

Attest:

Hallie McKellar,
City Clerk.

(Seal)

Approved:

Approved:

Approved:

General Attorneys

Chief Engineer

General Manager-Asst.
Executive Vice President"

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

Mayor McFadden laid before the Council the following resolution:

WHEREAS, the City of Austin, through its City Manager, heretofore, to-wit, on June 14th, 1928, contracted with the American LaFrance Fire Engine Company for the purchase of one 6 cylinder, four wheel tractor, with aerial truck attached, and one pump and hose motor car with booster tank, at an approximate cost of \$24,000.00; and

WHEREAS, said apparatus is now ready for delivery;

Therefore,

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

That the sum of \$24,000.00 be and the same is hereby transferred from the Water and Light Fund and credited to the Fire Stations Bond Fund in payment of the above named apparatus; this amount to be repaid the Water & Light Fund out of money to be received from the sale of Fire Stations Bonds recently made.

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

A petition signed by residents and property owners on West Avenue between Thirtieth and Thirty-fourth Streets, asking for the permanent paving of this street, was read. Councilman Mueller moved that the petition be received and filed with other petitions calling for permanent paving. Motion was seconded by Mayor McFadden, and same prevailed by the following vote: Ayes, Mayor McFadden, Councilmen Mueller, Pannell, Reed, and Steck, 5; nays, none.

Mayor McFadden laid before the Council the application of Joseph Lucas to operate a drive-in tourist camp at 4409 Guadalupe Street; also the following recommendation of the Safety Committee upon same:

"Austin, Texas, January 26, 1929.

Hon. Mayor and City Council,
Austin, Texas.

Gentlemen:

We, your committee on the application of Joseph Lucas to install and operate a drive-in tourist camp to be located at 4409 Guadalupe Street on Lots 8, 9, and 10, Block 9 of Hyde Park Addition to Austin, Texas, make the following report.

We, your committee, recommend that this permission be granted 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 is 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 electric lights only shall be used for lighting purposes, and all electric wiring shall be done in compliance with regulations governing the wiring of tourist camps, and shall be approved by the City Electrical Department.

3. That provision shall be made to take care of waste oils and water by having the proper connections with storm or sanitary sewer. Connections to be made under the supervision of the City Engineering Department.

4. That a plan of the drive-in tourist camp hereto attached marked 2-B-153, indicates a layout of the driveways and the use of the City street and sidewalk which must be followed during construction; that all curbs, ramps, gutters and sidewalks opposite the ramp in front of the property shown on said plan shall be constructed of concrete within thirty days after written notice from the City Manager.

5. That Joseph Lucas shall agree to this provision that curbs, ramps, gutters and sidewalks shall be constructed, by a written instrument subject to file in the County Clerk's office, which will appear as a lien upon his property.

6. That permission shall be granted, subject to the above conditions and the present and future rules and regulations and ordinances of the City of Austin, Texas, applying to or regulating drive-in tourist camps, 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 the said Joseph Lucas has failed and refused and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

J. E. Woody, Fire Chief;

R. F. Rockwood, Fire Marshal;

Orin E. Metcalfe, City
Engineer. "

Councilman Mueller moved that permit be granted to said Joseph Lucas, subject to the above recommendations of the Safety Committee. Motion was seconded by Councilman Steck, and same prevailed by the following vote: Ayes, Mayor McFadden, Councilmen Mueller, Pannell, Reed, and Steck, 5; nays, none.

Mayor McFadden laid before the Council the following:

"Austin, Texas, January 31, 1929.

Mr. Adam R. Johnson,
City Manager,

Dear Sir:

I hand you herewith the petition of Mrs. Elizabeth Key Chewning who is asking the Council to reduce the valuation on her automobile for 1928 taxation.

You will observe that in the attached affidavit she has placed the full value of her car on January 1st, 1928, at \$225.00, or \$150. taxable value. Upon requesting specific information by letter, also attached, we secured from her the information that she actually received \$425 for this car in a trade sometime after January 1st, 1928. Under the circumstances, it appears that the statement in her affidavit does not coincide with the price she got for her car when she traded it in on another one.

Our records also show that this car was not rendered, but that the tax department made the assessment against the owner.

It is my recommendation that in view of the above circumstances the valuation as placed by the tax department remain, and that the petition be refused.

Very truly yours,

T. B. Marshall,
Tax Assessor & Collector. "

Councilman Mueller moved that in accordance with foregoing report of the Tax Assessor & Collector, the petition of Mrs. Elizabeth Key Chewing for a reduction in the valuation placed upon her automobile for year 1928 be declined, and that the valuation of \$350.00 as placed by the Tax Department, be allowed to stand. Motion was seconded by Councilman Steck, and same prevailed by the following vote: Ayes, Mayor McFadden, Councilmen Mueller, Pannell, Reed, and Steck, 5; nays, none.

Mayor McFadden laid before the Council the application of Ronald Brydson to erect a drive-in gasoline filling station at 1307 East 19th Street; also the following recommendation of the Safety Committee upon same:

"Austin, Texas, January 31, 1929.

Hon. Mayor and City Council,
Austin, Texas.

Gentlemen:

We, your committee on the application of Ronald Brydson, asking permission to erect and operate a drive-in filling station at 1307 East 19th Street, being Lot No. 6, Block 11, Outlot No. 37, Division "B" of the City of Austin, Travis County, Texas, make the following report:

We, the committee, recommend that this permission be granted 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 is 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 ceiling of that portion of the building that extends over the driveways shall be covered with plaster on metal lathe. Supports for portion extended over driveway to be supported by brick or reinforced concrete pillars.
3. That gasoline storage tanks and pumps and equipment used in connection therewith shall be of an approved type, and shall bear the label of the National Board of Fire Underwriters. All equipment to be installed in compliance with City and State regulations governing such installations. All equipment to be inspected and approved before being placed in service.
4. That gasoline pumps and other equipment used in connection with the operation of a gasoline filling station shall be so located that cars receiving service therefrom will not in any manner obstruct the sidewalk, street or alley way. The pumps shall be at least ten feet inside the property line.
5. That electric lights only shall be used for lighting purposes, and all electric wiring shall be done in compliance with regulations governing the wiring of gasoline filling stations, and shall be approved by the City Electrical Department.
6. That "NO SMOKING" signs shall be displayed at all times, and no person shall be permitted to smoke or have any open flame on premises where gasoline is sold or stored.
7. That there shall be kept in an accessible place at all times a chemical fire extinguisher for emergency use.
8. That provision shall be made to take care of waste oils and water by having same connected to a cess pool on the property of Ronald Brydson, connections to be made under the supervision of the City Health Department, and the station shall be so constructed that no waste oil or water shall cross the sidewalk area.
9. That a plan of the filling station herewith attached, marked Plan No. 2-B-152, indicates a layout of the driveways and the use of the City street and sidewalk which must be followed during construction.
10. That curbs and the ramps between the sidewalk and gutter and the gutter as shown on said plan 2-B-152, by cross-hatching, shall be constructed of concrete at the expense of the applicant.
11. That all gasoline pumps, tanks, equipment and piping connected thereto shall be inspected and approved by the City Plumbing Inspector.
12. That permission shall be granted, subject to the above conditions and the present and future rules and regulations and ordinances of the City of Austin, Texas, applying to or regulating gasoline filling stations, 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 the said Ronald Brydson has failed and refused and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Sgd) J.E. Woody, Fire Chief;

R.F. Rockwood, Fire Marshal;

Orin E. Metcalfe, City Engineer. "

Councilman Pannell moved that permit be granted to said Ronald Brydson, subject to the above recommendations of the Safety Committee. Motion was seconded by Councilman Mueller, and same prevailed by the following vote: Ayes, Mayor McFadden, Councilmen Mueller, Pannell, Reed, and Steck, 5; nays, none.

Mayor McFadden laid before the Council resolution containing the General Budget of the City of Austin for the year 1929, and same was ordered laid over for one week.

Councilman Steck moved that the Council recess, subject to call of the Mayor. Motion was seconded by Councilman Mueller, and same prevailed by the following vote: Ayes, Mayor McFadden, Councilmen Mueller, Pannell, Reed, and Steck, 5; nays, none.

The Council then recessed.

Approved: J. M. McFadden
Mayor.

SPECIAL MEETING OF THE CITY COUNCIL:

Austin, Texas, February 4, 1929.
7:30 P.M.

The Council was called to order by the Mayor. Roll call showed the following members present: Mayor McFadden, Councilmen Pannell and Steck, 3; absent, Councilmen Mueller and Reed, 2.

M. C. Parrish appeared before the Council and presented his request for a reduction in the assessed valuation placed on Edgemont for the year 1928. After hearing Mr. Parrish, the Council took the matter under advisement.

W. L. Holder, Tax Commissioner, and H. B. Hurt, representing the I&GN Railroad Company, were heard with reference to the assessment for the year 1928 placed against the properties of the I&GN Railroad Company. The Council also took this matter under advisement.

Councilman Pannell moved that the Council recess, subject to call of the Mayor. Motion was seconded by Mayor McFadden, and same prevailed by the following vote: Ayes, Mayor McFadden, Councilmen Pannell and Steck, 3; nays, none, Councilmen Mueller and Reed absent.

The Council then recessed.

Approved: J. M. McFadden
Mayor.