

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, January 21, 1937.

On this 21st day of January, 1937, the City Council of the City of Austin, Texas, convened in regular meeting, the following members thereof being present, to-wit: Mayor Tom Miller, Councilmen Oswald Wolf, C. F. Alford, C. M. Bartholomew, Simon Gillis; absent, none.

The Minutes of the regular meeting of December 24, 1936, the special meeting of January 6, 1937, and the regular meetings of January 7 and January 14, 1937, were read, no meeting having been held on Thursday, December 31, 1936. Upon motion of Councilman Wolf, the Minutes were adopted, as read, by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

It was moved by Councilman Alford that the following named persons be granted taxicab driver's permits, in accordance with the recommendation of Roy J. Smith, Captain of Police, Traffic Division: Clay E. Johnson, 1405 Willow Street; Vellie Watts, 1617 Canterbury Street; Noble V. Dyess, 407 1/2 West 13th Street; Whit Willeford, 801 Patterson Avenue; Lloyd C. Ellis, 3700 Guadalupe Street; and Charlie Young, colored, 1201 1/2 Short Hackberry. The motion prevailed by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Mayor Miller offered 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 EAST TWELFTH STREET from Chicon Street easterly 128 feet, the centerline of which gas main shall be 18 feet south of and parallel to the north line of said East 12th Street.

Said gas main described above shall have a cover of not less than 2 1/2 feet.

(2) A gas main in HACKBERRY STREET easterly 185 feet from a point 186 feet east of the east line of Comal Street, the centerline of which gas main shall be 13 1/2 feet south of and parallel to the north line of said Hackberry Street.

Said gas main described above shall have a cover of not less than 2 1/2 feet.

(3) A gas main in POPONOE STREET westerly 57 feet from a point 289 feet west of the west line of Caswell Avenue, the centerline 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 2 1/2 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 not be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the

expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is out in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets, and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchise granted to said Company by the City of Austin.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Councilman Gillis offered the following resolution:

WHEREAS, Geo. P. O'Rourke Construction Company is the Contractor for the construction of a building located at 721-723 Congress Avenue and desires a portion of the sidewalk space abutting Lot 6, Block 84, of the Original City of Austin, Texas, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said Geo. P. O'Rourke Construction Company, the boundary of which is described as follows:

Sidewalk Working Space

Beginning at the southwest corner of the above described lot; thence in a westerly direction and at right angles to the centerline of Congress Avenue for a distance of 6 feet to a point; thence in a northerly direction and parallel to the centerline of Congress Avenue for a distance of 46 feet to the south line of East 8th Street; thence in a northeasterly direction and at a 45° angle to the centerline of East 8th Street to a point in the east line of Congress Avenue; thence in an easterly direction and parallel to the centerline of East 8th Street for a distance of 100 feet to a point; thence in a southerly direction and at right angles to the centerline of East 8th Street for a distance of 6 feet to a point in the north line of the above described lot; thence in a westerly direction along the north line of said lot for a distance of 100 feet to a point; thence in a southerly direction along the west line of the above described lot for a distance of 46 feet to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said Geo. P. O'Rourke Construction Company, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a solid board fence within the boundary lines along the north and west lines of the above described space, such fence to be at least 6 feet high and substantially braced and anchored.

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

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

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

(5) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment, and other obstructions shall be removed not later than April 30, 1937.

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

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

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

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Councilman Alford offered the following resolution:

WHEREAS, H. G. Epperson is the Contractor for the construction of a building located at 710-714 Red River Street and desires a portion of the sidewalk and alley space abutting the south 50 feet of Lot 5, Block 23, of the Original City of Austin, Texas, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said H. G. Epperson, the boundary of which is described as follows:

Sidewalk and Alley Working Space:

Beginning at the northeast corner of the above described property; thence in an easterly direction and at right angles to the centerline of Red River Street for a distance of 8 feet to a point; thence in a southerly direction and parallel to the centerline of Red River Street for a distance of 50 feet; thence in a southwesterly direction and at a 45° angle to the centerline of Red River Street to a point in the west line of Red River Street; thence in a westerly direction and parallel to the centerline of the alley traversing the above described block for a distance of 69 feet to a point; thence in a northerly direction and at right angles to the centerline of said alley for a distance of 8 feet to the north line of said alley; thence in an easterly direction along the north line of said alley for a distance of 69 feet to a point; thence in a northerly direction along the west line of Red River Street to the place of the beginning.

2. THAT the above privileges and allotment of space are granted to said H. G. Epperson, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall construct a guard rail within the boundary line along the east and south lines of the above described space, such guard rail to be at least 4 feet high and substantially braced and anchored.

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

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

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

(5) That the Contractor shall remove all fences, barricades, loose materials, and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment, and other obstructions shall be removed not later than April 30, 1937.

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

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

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

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Councilman Gillis offered the following resolution:

WHEREAS, L. S. Sweet, owner of the east 35 feet of Lots 14, 15, and 16, Block 14, of Hyde Park No. 1, which property abuts the north side of West 43rd Street at a location west of Avenue E, and being locally known as 108 West 43rd Street, has made application to the City Council of the City of Austin for permission to set the curb back from the established curb line on the north side of West 43rd Street adjacent to the above described property, the new curb of which setback will be 14 feet north of the established curb line on the north side of West 43rd Street, thereby relieving traffic conditions at this location by creating a greater width of travelway on said West 43rd Street; and

WHEREAS, a plan has been prepared showing the proposed layout of the above described curb setback and said plan has been considered and approved by the City Council of the City of Austin; therefore,

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

THAT permission is hereby granted to L. S. Sweet, owner of the East 35 feet of Lots 14, 15, and 16, Block 14, of Hyde Park No. 1, which property abuts the north side of West 43rd Street at a location west of Avenue E and being locally known as 108 West 43rd Street, to set the curb back from the established curb line on the north side of West 43rd Street adjacent to the above described property.

Permission to construct the above described curb setback is granted subject to the same's being constructed in accordance with the plan approved by the City Engineer of the City of Austin, which plan is hereto attached marked 2-C-672 and made a part hereof, and in accordance with the following conditions:

(1) That the construction of the setback area on West 43rd Street shall be carried out in accordance with the accompanying plan marked 2-C-672 and that all such widened areas, driveways, or ramps and curbs shall be constructed of concrete at the expense of the applicant.

(2) That all such concrete shall be not less than 6 inches in thickness and shall be of the following proportions: 1 part cement, 2½ parts of sand, and 4 parts of screened gravel or rock.

(3) That the concrete curbs adjacent to the sidewalk area shall be not less than 6 inches high and that an expansion joint not less than ¾ inch thick shall be placed between the curb and the sidewalk as shown on the plan hereto attached marked 2-C-672.

(4) That all such expansion joints shall be of the pre-moulded type.

(5) That all concrete work within the street area shall be done by a bonded sidewalk contractor.

(6) That the applicant shall be required to clean the newly created ramp area at least twice per week and shall dispose of the debris at his expense.

(7) That all work shall be done in accordance with lines and grades furnished by the Engineering Department of the City of Austin and under the direction of the City Engineer.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Resolution by Councilman Wolf, seconded by Councilman Alford. The motion, carrying with it the adoption of the resolution, prevailed by the following vote: Ayes, Mayor Miller, Councilman Alford, Councilman Bartholomew, Councilman Gillis, and Councilman Wolf; noes, none.

Mayor Tom Miller thereupon declared the resolution adopted. The resolution is as follows:

RESOLUTION AUTHORIZING EXECUTION BY THE CITY MANAGER OF AN AMENDATORY AGREEMENT ENTITLED "AGREEMENT DATED AS OF JANUARY 21, 1937, AMENDING THE AGREEMENT DATED AS OF SEPTEMBER 5, 1935, BETWEEN THE CITY OF AUSTIN, TEXAS, AND THE UNITED STATES OF AMERICA, AMENDING AND CONSOLIDATING THE LOAN AGREEMENT HERETOFORE ENTERED INTO BY AND BETWEEN THE CITY OF AUSTIN, TEXAS, AND THE UNITED STATES OF AMERICA, DATED RESPECTIVELY AS OF MAY 29, 1934, JULY 16, 1934, SEPTEMBER 4, 1934, AND SEPTEMBER 20, 1934 - P.W.A. DOCKET NUMBERS 1758, 2863, 3487, AND 4870 - P. W. A. DOCKET 1758."

WHEREAS, the City of Austin, Texas, and the United States of America, through the Federal Emergency Administration of Public Works, have heretofore entered into a loan and grant agreement; and

WHEREAS, it is desirable that said loan and grant agreement be amended in certain particulars:

BE IT RESOLVED by the City Council of the City of Austin, Texas:

1. THAT the City Manager be and he is hereby authorized and directed to do all things necessary and/or convenient to execute, on behalf of the City of Austin, Texas, the amendatory agreement reading as follows:

"AGREEMENT DATED AS OF JANUARY 21, 1937, AMENDING THE AGREEMENT DATED AS OF SEPTEMBER 5, 1935, BETWEEN THE CITY OF AUSTIN, TEXAS, AND THE UNITED STATES OF AMERICA, AMENDING AND CONSOLIDATING THE LOAN AGREEMENTS HERETOFORE ENTERED INTO BY AND BETWEEN THE CITY OF AUSTIN, TEXAS, AND THE UNITED STATES OF AMERICA, DATED RESPECTIVELY AS OF MAY 19, 1934, JULY 16, 1934, SEPTEMBER 4, 1934, AND SEPTEMBER 20, 1934 - P. W. A. DOCKET NUMBERS 1758, 2863, 3487, 4869 AND 4870 - P. W. A. DOCKET 1758."

It is hereby agreed by and between the City of Austin, Texas, and the United States of America that the Agreement dated as of September 5, 1935, between the City of Austin, Texas, and the United States of America, amending and consolidating the Loan Agreements heretofore entered into by and between the City of Austin, Texas, and the United States of America, dated respectively as of May 19, 1934, July 16, 1934, September 4, 1934, and September 20, 1934 - P. W. A. Docket Numbers 1758, 2863, 3487, 4869 and 4870, shall be and the same is hereby amended in the following particulars:

- (1) By striking out the expression "\$965,000," appearing in Paragraph 1 thereof, and by substituting therefor the expression "\$375,000";
- (2) By striking out the expression "\$759,000," appearing in Paragraph 2 thereof, and by substituting therefor the expression "\$99,000";
- (3) By striking out subparagraph (e) of Paragraph 2 thereof, and by substituting therefor the following:

(e) Maturities: Payable, without option of prior redemption, on July 1 in years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
1935	\$ 9,000	1940	\$10,000
1936	10,000	1941	10,000
1937	10,000	1942	10,000
1938	10,000	1943	10,000
1939	10,000	1944	10,000

- (4) By striking out the expression "\$206,000," appearing in Paragraph 3 thereof, and by substituting therefor the expression "\$276,000";
- (5) By striking out the expression "\$965,000," appearing in subparagraph (b) of Paragraph 27 thereof, and by substituting therefor the expression "\$960,500";
- (6) By adding the following subparagraph to Paragraph 27 thereof, to-wit:
  - (g) Borrower's Funds. If the Borrower shall not have deposited or shall not have satisfied the Administrator that it will deposit in a Construction Account \$585,500 or such lesser amount as the Administrator may deem necessary, in addition to the funds to be furnished by the Government under this Agreement, to finance the construction of the project.'

IN WITNESS WHEREOF, the City of Austin, Texas, and the United States of America have respectively caused this Amendatory Agreement to be duly executed as of the day and year above written.

CITY OF AUSTIN, TEXAS  
By \_\_\_\_\_  
City Manager

UNITED STATES OF AMERICA  
Federal Emergency Administrator  
of Public Works

By \_\_\_\_\_  
Assistant Administrator."

SEAL

ATTEST:

\_\_\_\_\_  
City Clerk.

THAT the City Manager be and he is hereby authorized and directed to do all things necessary and/or convenient to accomplish the forwarding of such executed amendatory agreement to the United States of America, through the office of the State Director for Texas, of the Federal Emergency Administration of Public Works.

Councilman Wolf offered the following resolution:

WHEREAS, taxes on Lot 5 and 2x160 feet and 27x70 feet of Lot 4, and all of Lot 6, in Block 134, Original City of Austin, and further described on City Tax Assessor's rolls as Plat 6, are delinquent for the years 1931 to 1935, inclusive; and

WHEREAS, said property was originally owned by Mrs. Jennie M. Donnan, who died intestate, and at the time of her death there were several judgments against some of the heirs; and

WHEREAS, said property has been in litigation, and said property has been carried through foreclosure proceedings and Sheriff's sale; and

WHEREAS, the necessary funds to pay the City taxes are being furnished by Mrs. Doris S. Donnan out of her separate funds and estate; therefore

In view of all the circumstances of this case, it is deemed equitable to remit the penalty accrued during said time on said property in the sum of \$70.51

and 1/2 of the interest thereon, which 1/2 amounts to \$111.93;

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

THAT said penalty in the sum of \$70.15 and 1/2 of the interest on said taxes, said 1/2 being \$111.93, is hereby remitted, and the Tax Assessor of the City of Austin is authorized and directed to strike same from his assessment rolls, and is authorized to accept the taxes due on said property and 1/2 of the interest thereon in full settlement and satisfaction of the assessment on the aforesaid property for the years 1931 to 1935, inclusive.

The foregoing resolution was adopted by the following vote: Ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; nays, none.

Upon motion duly seconded and carried, the meeting was recessed at 11:30 A. M., subject to call of the Mayor.

Approved: Tom Miller  
Mayor

Attest:

Hallie McEllan  
City Clerk

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, January 28, 1937.

The meeting was called to order at 10:10 A. M., with Mayor Pro tem. Oswald G. Wolf presiding. Roll call showed the following members present: Councilmen C. F. Alford, Simon Gillis, and Mayor Pro tem. Oswald G. Wolf, 3; absent, Councilman C.M. Bartholomew and Mayor Tom Miller, 2.

The Minutes of the regular meeting of January 21 were read and, upon motion of Councilman Gillis, seconded by Councilman Alford, were adopted as read by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Pro tem. Wolf, 3; nays, none; Councilman Bartholomew and Mayor Miller absent, 2.

Mayor Pro tem. Wolf offered the following resolution:

WHEREAS, taxes on 275x135 feet (J), Outlot 6, Division "E", Gregg Subdivision, Plat 93, in the City of Austin, Travis County, Texas, are delinquent for the years 1932, 1933, and 1934, the taxes thereon aggregating \$237.20, penalty \$11.86, and interest for non-payment of taxes at maturity, \$40.61; and

WHEREAS, the taxes on 9.3 acres out of the Isaac Decker League, Plat 123-C, in the City of Austin, Travis County, Texas, are delinquent for the years 1929 through 1935, inclusive, said taxes aggregating \$565.30, penalty \$28.25, interest \$135.43;

and