

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, April 1, 1943

The City Council convened in Regular Session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, April 1, 1943, at 11:15 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; absent, Councilman Wolf.

There were present also: Walter E. Seaholm, Acting City Manager; J. E. Motheral, City Engineer; J. M. Patterson, Jr., Acting City Attorney; and R. D. Thorp, Chief of Police.

The minutes of the Regular Meeting of March 25, 1943, were read, and upon motion of Councilman Alford, were adopted as read by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

Elgin Williams came before the Council and registered a complaint, alleging that his Insurance Agency was not receiving its proportionate part of the City's insurance business commensurate with the amount of City taxes paid by it. The matter was referred to the Acting City Manager for consideration and such adjustment as deemed necessary.

The application of Ellis H. Roberts, colored, 1206 Charlotte Street, for a license to operate as a taxicab a 1938 Model Ford, Motor No. 4231312, State License NO 1-040, duly approved by the Acting City Manager, et al., was submitted. Councilman Alford moved that the license be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Eugene Mays, colored, 1601 East 7th Street, for a license to operate as a taxicab a 1937 Model, 2-door Plymouth Sedan, Motor No. P4-322485, State License No. N-15448, duly approved by the Acting City Manager, et al., was submitted. Councilman Alford moved that the license be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Arthur Patton, colored, 1129 East 11th Street, for a license to operate as a taxicab a 1938 Model Ford 4-door Sedan, Motor No. 4448438, State License No. 9-599, duly approved by the Acting City Manager, et al., was submitted. Councilman Alford moved that the license be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of William L. Wilson, 300 Congress Avenue, for a license to operate as a taxicab a 1940 Model Mercury Sedan, Motor No. 253087, State License No. N21-665, duly approved by the Acting City Manager, et al., was submitted. Councilman Gillis moved that the license be granted, subject to withdrawal of another taxicab license, to wit, Permit No. 45. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Elton Harwood Harper, 2001 Riverview Street, for a taxicab driver's permit, duly approved by the Acting City Manager, et al., was submitted. Councilman Bartholomew moved that the permit be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Harvey McCarther, 2001 Tillotson Street, for a taxicab driver's permit, duly approved by the Acting City Manager, et al., was submitted. Councilman Bartholomew moved that the permit be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The following resolution was introduced by Councilman Bartholomew:

(RESOLUTION)

WHEREAS, The City Council has decided to provide lower domestic rates to consumers residing within

the corporate limits of the City of Austin for a seven months period, namely, for water consumption on which bills are rendered between April 1st and October 31st, 1943, for the purpose of furthering the Victory Garden program, and the further beautification of the City; and

WHEREAS, It is the intention of the City Council that this reduction shall be made only to those water consumers whose use shall be strictly for residential purposes, and is not effective for commercial purposes; therefore,

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

THAT the City Manager be, and he is hereby authorized and directed to make effective on all water readings within the corporate limits of the City of Austin, Texas, for all water consumers whose use is strictly for residential purposes, as of bills rendered between April 1 to October 31, 1943, at the following rate :

First	1,500	- 50¢	(minimum charge)
Next	2,000	- 30¢	per 1000 gal.
Next	12,500	- 18¢	" " "
Next	34,000	- 14¢	" " "
Next	200,000	- 12¢	" " "
Over	250,000	- 12¢	" " "

Upon motion of Councilman Bartholomew, the foregoing resolution was adopted by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

Councilman Alford introduced the following resolution:

(RESOLUTION)

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

THAT WALTER E. SENHOLM, the Acting City Manager, be, and he is hereby authorized and fully empowered to enter into and execute for and in the name of the City of Austin, one certain written lease agreement between J. H. Brown, Trustee, John D. Dahlich, and Agnes D. Van Devanter, a widow, as lessors, and the City of Austin, as lessee, leasing to the City of Austin the upstairs of the Dahlich store building located at Fifteenth and Lavaca Streets in the City of Austin, Travis County, Texas, together with the south half of the basement and the elevator therein, for a term of four years, commencing April 1, 1943, and for the consideration and according to the terms of said lease agreement, a copy of which is attached hereto and made a part hereof.

(LEASE AGREEMENT Attached)

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

This Lease Agreement is entered into on the date last herein written between Jay H. Brown, Trustee, John D. Dahlich, and Agnes D. Van Devanter, a widow, of Travis County, Texas, as lessors, and the City of Austin, a municipal corporation, organized and existing under the laws of the State of Texas, acting herein by and through Walter E. Senholm, its City Manager, hereto duly authorized, as lessee, and is as follows:

I.

Lessors hereby lease to lessee, for use as a City-County Health-Welfare Unit or for any other municipal purpose, either alone or jointly with one or more other public agencies, the upstairs of the Dahlich Store Building, located at 15th and Lavaca Streets, in the City of Austin, Travis County, Texas, together with the South half of the basement and the elevator therein.

II.

This lease shall begin on the 1st day of April, 1943, and shall terminate at 12:00 o'clock midnight on the 31st day of March, 1947, unless sooner terminated under the terms and provisions hereof.

III.

Lessors agree, at their own cost and expense, to construct a stairway from the front of said Dahlich Store Building to the leased premises so that there will be access thereto from Lavaca Street. Lessee agrees that, at its own cost and expense, it will erect and construct upon the leased premises the following improvements, to wit: approximately 5,000 square feet of oak flooring at an estimated cost of \$600.00; patch plastering and painting at an estimated cost of \$1,200.00; a complete ventilating system, including fans and ducts, at an estimated cost of \$1,500.00; and electric wiring and plumbing at an estimated cost of \$1,200.00. Lessee shall be privileged to make such other improvements or alterations in the leased premises as may be reasonably necessary to its use and enjoyment thereof, but provided, however, that lessee shall not make any improvement or alteration that will damage or weaken

the building. All improvements or alterations made by the lessee to the leased premises shall become the property of the lessors upon the expiration or termination of this lease agreement, but lessee shall be privileged to remove such fixtures as it may install in the leased premises upon replacing any fixtures that it may have removed therefrom.

IV.

In consideration of this lease, lessee agrees and binds itself to keep and to perform all of the covenants and agreements stated herein and to pay to lessors, at Austin, Texas, the sum of \$7,200.00, of which amount \$3,600.00 has this day been paid by lessee to lessors in cash, the receipt whereof is hereby acknowledged, and the balance of \$3,600.00 shall be paid in installments as follows, to-wit: one installment of \$150.00 shall be paid on the 1st day of April, 1945, and a like installment shall be paid on the 1st day of each succeeding month up to and including the 1st day of March, 1947.

V.

In the event of the total destruction of the leased premises by any casualty during the last two years of the lease term, this lease shall terminate. If during the last two years of the lease term the leased premises be partially destroyed by any casualty, and if the same can be restored to the condition they were in prior to such partial destruction, and within three months from the date of such partial destruction, the lessors shall have the option to restore the same to their former condition at their own expense, and this lease shall continue in effect, but rent shall abate during the time and to the extent that lessee is prevented from occupying the leased premises at the result of such partial destruction. If lessors elect to restore the leased premises as aforesaid, they shall notify the lessee of their exercise of such option within fifteen days from the date of such partial destruction and shall be bound to restore the leased premises as aforesaid within three months from the date of such partial destruction.

VI.

Upon the expiration or termination of this lease, lessee agrees immediately to quit and surrender possession of the leased premises in as good condition as they are when lessee first takes possession thereof, reasonable wear and tear and damage by any casualty excepted.

VII.

Lessee agrees to pay all charges for water, electricity, gas, and other utilities used on or furnished to the leased premises during the lease term, and to be responsible for the proper care of all utility lines, pipes, and appliances on the said leased premises.

VIII.

Lessor agree to keep the roof of the leased premises in repair, repairs thereto to be made within a reasonable length of time after receipt of written notice from lessee advising that said roof is in need of repair, but lessors shall not be liable or responsible for any loss, damage, or injury resulting from leaks in the roof or from any other causes.

IX.

Lessee agrees that this lease can be extended after its termination from any cause only by and with the written consent of lessors, and that the holding over by the lessee after such termination without the written consent of lessors shall be a mere tenancy at will and may be terminated at any time without notice by lessors to lessee.

X.

Lessee agrees not to assign, let, or underlet all or any part of the leased premises, except as permitted by Paragraph I hereof, and not to occupy or allow the same to be occupied during the lease term for any purposes other than those above stated in Paragraph I hereof, without first procuring written consent from the lessors.

XI.

Lessor reserve the privilege of entering upon the leased premises at all reasonable times for the purpose of making repairs thereto, if they elect to make any, but it is understood that they are under no obligation to make any such repairs, and lessors also reserve the privilege of showing the leased premises at all reasonable times to any person or persons who may be interested in renting or in buying the same.

XII.

Lessee shall have the privilege of placing one sign on the outer front wall of the building in which the leased premises are located, said sign to be erected at a place mutually agreeable to the parties hereto, but lessee shall not have the privilege of making any other use of the outer walls of the leased premises without first obtaining written consent from the lessors.

XIII.

Lessee agrees to keep the leased premises in such condition as shall conform to the fire, health, and sanitary ordinances and regulations of the City of Austin.

XIV.

Lessee agrees not to use the leased premises in any illegal way, and it further agrees not to do, or permit the doing of, anything on the leased premises which would void insurance then existing or enhance the cost of such insurance.

XV.

Past due rentals shall bear interest from their due date until paid at the rate of 6% per annum. If the lessee fails to pay any installment of rent when it is due, or if it fails to comply with any of the other covenants or obligations contained in this agreement, the lessors shall have the option to forfeit this lease, and the lessors shall then be entitled to take immediate possession of the

premises, acting themselves or through any agent, servant, or employee of their selection. If the lessee fails to pay any installment of rent when it is due, the lessors shall have the further option to mature all rents thereafter to become due under this contract and to retake possession of the leased premises, but, if the lessors exercise this option, they shall rent the leased premises for the account of the lessee at the best price and on the best terms obtainable and all rents so received shall be credited upon the obligation of the lessee hereunder. Acceptance by the lessors of rents after they are due shall not be construed as a waiver of either of the foregoing options or of any of the other covenants and agreements herein contained. In the event lessors exercise either of the foregoing options and retake possession of the leased premises, whether by force or otherwise, said lessors shall not be liable to lessee in any manner whatever, and lessee expressly waives any and all claims or causes of action which it may or might have against the lessors by reason of such re-entry.

XVI.

Should legal services be employed by lessors to collect rents due hereunder, or damages, or either of them, or should it become necessary to collect either rents or damages through resort to a bankruptcy, or any other court, lessee agrees and binds itself to pay a reasonable attorney's fee by way of indemnity to the lessors.

XVII.

The provisions of the Statutes of the State of Texas in regard to the landlord's lien are hereby made a part of this contract, and, in addition, lessee hereby gives and grants to lessors an express contract lien on all personal property of lessee placed in or upon the leased premises, all for the purpose of more fully securing the payment of the rentals herein contracted to be paid by lessee to lessors.

XVIII.

The foregoing paragraphs numbered I through XVII, inclusive, contain the entire agreement between the parties hereto and both lessors and lessee agree that this contract cannot be altered or varied by any prior, contemporaneous, or subsequent oral agreement.

Executed in duplicate originals, this 1st day of April, 1943.

 Lessors

CITY OF AUSTIN

ATTEST:

By _____
 City Manager
 Lessee.

 City Secretary

(NOTARY PUBLIC ACKNOWLEDGEMENTS: Jay H. Brown, Trustee
 John D. Dahlich and
 Agnes D. Van Devanter,
 a widow, and
 Walter E. Seaholm, City Manager.)

Upon motion of Councilman Alford, the foregoing resolution was adopted by the following vote: "yes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The following resolution was introduced:

(RESOLUTION)

WHEREAS, City of Austin taxes were assessed in the name of State Capital Broadcasting Ass'n, Inc., for the years 1940 and 1941 on 7.6 acres, Lot (f-1), Wallace Survey, Plat 83-H, and personal property, in the City of Austin, Travis County, Texas, said taxes being for the sum of \$149.92, and for non-payment of same at maturity, penalty in the sum of \$7.49 has been assessed, and interest in the sum of \$12.67, making the total amount of taxes, penalty, and interest \$170.08; and

WHEREAS, The City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$7.49 and one-half of the interest in the sum of \$6.33; therefore,

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

THAT the aforesaid penalty in the sum of \$7.49 and one-half of the interest in the sum of \$6.33 are hereby remitted, and the Tax Assessor and Collector of the City of Austin is authorized and directed to charge said penalty in the sum of \$7.49 and one-half of the interest in the sum of \$6.33 off his

rolls, and to issue to the party entitled to receive same a receipt in full upon the payment of said taxes and one-half of the interest, as aforesaid.

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

Upon motion, seconded and carried, the meeting was recessed at 12:10 P. M., subject to call of the Mayor.

APPROVED: Tom Miller
MAYOR

ATTEST:

Dee McKeen
CITY CLERK

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, April 8, 1943.

The City Council convened in Regular Session, at the regular meeting place in the Council Chamber at the Municipal Building, on Thursday, April 8, 1943, at 10:40 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; absent, Councilman Wolf.

There were present also: Walter E. Senholm, Acting City Manager; J. E. Matheral, City Engineer; J. M. Patterson, Acting City Attorney; and R. D. Thorp, Chief of Police.

The minutes of the Regular Meeting of April 1, 1943, were read, and upon motion of Councilman Alford, were adopted as read by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Troy William Hickson, 704 East 13th Street, for a taxicab driver's permit, which had been recommended for denial by the Chief of Police, et al., was submitted. Mayor Miller moved that in view of the facts in the case, the permit be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Walter Arthur Stewart, 1409 East 51st Street, for a taxicab driver's permit, duly approved by the Acting City Manager, et al., was submitted. Councilman Alford moved that the permit be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and Mayor Miller; "nays," none; Councilman Wolf absent.

The application of Ben Madison Spears, 519 East Annie Street, for a taxicab driver's permit, duly approved by the Acting City Manager, et al., was submitted. Councilman Alford moved that the permit be granted. The motion carried by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, and