

curb shall be constructed of concrete at the expense of the applicant.

(2) That all such widened area of parking between gutter and curb line shall be constructed of concrete, which concrete shall be not less than six inches in thickness and of the same proportion and to have the same strength as the concrete which will be placed as paving on Twenty-ninth Street and to have a vertical curb which shall be constructed not less than six inches high between such widened area and the sidewalk space.

The above resolution was adopted by the following vote: Ayes, Mayor McFadden, Councilmen Mueller, Pannell, and Steck, 4; nays, none; Councilman Reed absent, 1.

A resolution of the Park Board recommending the purchase of two tracts of land along Shoal Creek from P. J. Lawless, to be used as a part of the proposed Shoal Creek Boulevard, for the sum of \$26,250.00, was read and ordered filed.

Councilman Mueller 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 Mueller, Pannell, and Steck, 4; nays, none, Councilman Reed absent.

The Council then recessed.

APPROVED:

*J. M. McFadden*  
Mayor.

**REGULAR MEETING OF THE CITY COUNCIL:**

Austin, Texas, March 19, 1931.

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 Pannell moved the adoption of same as read. 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.

Reports of Southwest Bitulithic Company and H. R. F. Helland, Consulting Engineer, stating that the paving had been completed on Twenty-sixth Street from the east line of Guadalupe Street to the west line of Duval Street or Waller Creek Boulevard, being Districts Nos. 60-61, in accordance with the plans and specifications, and recommending the acceptance of same, were read and ordered filed.

The Mayor laid before the Council the following resolution:

RESOLUTION ACCEPTING STREET IMPROVEMENTS CONSTRUCTED BY SOUTHWEST BITULITHIC COMPANY ON A PORTION OF TWENTY-SIXTH STREET IN THE CITY OF AUSTIN, PROVIDING FOR A PAYMENT OF ANY BALANCE DUE BY THE CITY FOR ITS PORTION OF THE COSTS OF SAID IMPROVEMENTS AND FOR THE DELIVERY OF CERTIFICATES OF ASSESSMENTS AGAINST ABUTTING PROPERTY AND ITS OWNERS.

WHEREAS, on the 24th day of July, 1930, the City of Austin entered into a contract with Southwest Bitulithic Company whereby said company agreed to construct

street improvements upon various portions of streets in the City of Austin, Texas, among which portions of streets was the following, to-wit:

TWENTY-SIXTH STREET from the east property line of Guadalupe Street to the west property line of Speedway, known and designated as Unit or District No. 60; and

TWENTY-SIXTH STREET from the west property line of Speedway to the west property line of Duval Street or Waller Creek Boulevard, known and designated as Unit or District No. 61; and

WHEREAS, said contractor has fully completed the street improvements upon said unit or district of improvement above described in accordance with its contract and the plans and specifications made a part thereof and said improvements have been found satisfactory and approved by the Consulting Engineer of the City, and have been found satisfactory and in accordance with the contract by the City Council of said City;

Therefore,

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

I.

That the street improvements constructed by Southwest Bitulithic Company upon said portion of Twenty-sixth Street hereinbefore described be and the same are hereby in all things approved and accepted by the City of Austin.

II.

That any balance of the portion of the cost of said improvements agreed to be paid by the City of Austin be forthwith paid to said Contractor, and that the Mayor and the City Clerk of said City of Austin be and they are hereby directed to execute and deliver to said Southwest Bitulithic Company assignable certificates of assessment against the various parcels of property abutting upon said portion of street and the owners of said property as heretofore provided by the ordinance levying assessments against said property and the owners thereof.

III.

That this resolution take effect at once.

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

The Mayor laid before the Council the following ordinance which had been read the first time and laid over:

ORDINANCE DECLARING THE NECESSITY FOR AND ORDERING AND PROVIDING FOR THE IMPROVEMENT OF TWENTY-NINTH STREET IN THE CITY OF AUSTIN, TEXAS, FROM THE EAST LINE OF SHOAL CREST STREET TO THE EAST END OF SHOAL CREEK BRIDGE, LETTING CONTRACT THEREFOR, APPROVING FORM OF CONTRACT AND BOND, AND PROVIDING FOR THE PAYMENT OF COST THEREOF.

The above ordinance was read the second time and Councilman Mueller moved a suspension of the rule and the placing of the ordinance on its third reading. 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.

The ordinance was read the third time and Councilman Mueller moved that same be finally passed. 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.

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 Riverside Drive from Congress Avenue easterly approximately two blocks, the center line of which gas main shall be 21 feet south of and parallel to the center line of said Riverside Drive. Said gas main described above shall have a cover of not less than 3 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 out 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, Mayor McFadden, Councilmen Mueller, Pannell, Reed, and Steck, 5; nays, none.

The Mayor 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 Mayor 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 March 6th, 1931, effective March 5, 1931, between said corporation and International-Great Northern Railroad Company, herein called Carrier, respecting among certain things:

One 36" Storm Sewer at M.P. 150.15;  
 One 36" Storm Sewer at M.P. 150.31;  
 One 60" Storm Sewer at M.P. 160.19;  
 One 8" Sewer 660 ft. west of Crockett  
 Street, Austin, Travis County, Texas;

true copy of said agreement being attached hereto as part hereof.

(Copy of Agreement)

"

PIPE LINE AND CANAL CROSSING AGREEMENT

This instrument executed in duplicate on this 6th day of March, A.D. 1931,

WITNESSETH:

The undersigned Carrier hereby grants, solely on the herein expressed terms and conditions, and the undersigned Licensee, City of Austin, a municipal corporation, hereby accepts permission to install, keep and use, free of charge, for conveying sewage (1-60", 2-36", and 1-8") 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 cross 36" at M.P. 180.15; 36" at M.P. 180.31; 60" at M. P. 180.19; 8" at 660 ft. West of Crockett Street and otherwise to be located as shown by yellow lines 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, accounting and supervision, the 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 6th day of March, 1931, and continue thereafter indefinitely as long as Licensee shall perform and 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 RAIL-  
ROAD COMPANY

Attest:

Assistant Secretary

By

Executive Vice-President,  
Carrier.

CITY OF AUSTIN

Attest:

Hallie McKellar,  
City Clerk "

By Adam R. Johnson,  
City Manager,  
Licensee

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

Councilman Mueller moved that in accordance with the recommendation of H.R.F. Helland, Consulting Engineer, that due to the fact that the driveways on the two sides of East Avenue between Eighth and Tenth Streets would not be equal in width, that a revision in paving rates for this district be made as follows: the property on the west side of East Avenue from Eighth to Ninth Streets to have the same rate as shown in the assessment roll contained in the ordinance closing the hearing on East Avenue from Eighth to Sixteenth Streets, passed by the City Council on February 5, 1931; the property on the west side of East Avenue between Ninth and Tenth Streets abutting on the thirty foot drive to have same rate as District P-98, which has two thirty foot drives; and the property on the east side of East Avenue between Eighth Street and the alley opposite East Tenth Street abutting on the twenty foot drive to have the same rate charged on a forty foot street, viz., \$4.75 per front foot, including \$0.70 for curb and gutter. 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.

Councilman Reed 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. W. McFadden*  
M a y o r .