

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

November 4, 1965
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Palmer presiding.

Roll call:

Present: Councilmen Long, Shanks, White, Mayor Palmer
Absent: Councilman LaRue

Present also: W. T. Williams, Jr., City Manager; Doren R. Eskew, City Attorney; Reuben Rountree, Jr., Director of Public Works; Robert A. Miles, Chief of Police

Invocation was delivered by REVEREND JAMES CARTER, St. Luke's Methodist Church.

Mayor Palmer announced that COUNCILMAN LaRUE was absent as he was out of the City.

Mayor Palmer stated Mrs. Jessie McElroy Smith, in her interest of the history and heritage of this City had asked that mention be made of the fact that November 3rd was the birth date of STEPHEN FULLER AUSTIN, born in 1793 and died December 27, 1836 at 43 years of age. The Mayor read a report which he said was just about as complete, up to date and contemporary as any that had been sent in for the Workable Program, Urban Renewal, or any other project that might affect the City of Austin. He read the report of the Commissioners appointed for locating the permanent site of the Capitol of the Republic, listing the advantages of the site of Waterloo and the reasons why it was chosen as the site for the seat of government, taking into consideration the population, centralized location, fertile lands, water, resources, power, beauty, and anticipating developing these resources and assets, a great thoroughfare from Santa Fe to the seaports, and another from the Red River to Matamoros, which would intersect each other at this point (Now Highway 290 and Interstate 35); that the site was beautiful with an excellent climate, and an abundance of resources. Mayor Palmer pointed out Austin had been a planned City from the time it was founded in 1839; and that the Original City of Austin as originally laid out is as beautifully a laid out City as can be found anywhere in the United States. Following is the report of Commissioners as read:

Excerpt from the book Austin and Commodore Perry by: A. Garland Adair.

"City of Houston, April 13, A.D. 1839

"To His Excellency Mirabeau B. Lamar,
President of the Republic of Texas:

"The commissioners appointed under the act of Congress, dated January, 1839, for locating the permanent site of the seat of government for the Republic, have the honor to report to your Excellency that they have selected the site of the seat of the town of Waterloo, on the east bank of the Colorado River, with the lands adjoining, as per the deed of the sheriff of Bastrop county, bearing date March, 1839, and per the relinquishment of Logan Vandever, James Rodgers, G. D. Hancock, J. W. Harrell and Aaron Burleson, by Edward Burleson, all under date of seventh of March, 1839, as the site combining the greatest number of, and the most important advantages to the Republic, by the location of the seat of government thereon, than any other situation which came under the observation within the limits assigned them, and as being, therefore, their choice for the location aforesaid.

"We have the honor to represent to your Excellency that we have traversed and critically examined the county on both sides of the Colorado and Brazos rivers, from the upper San Antonio Road to and about the falls, on both these rivers, and that we have not neglected the intermediate country between them, but have examined it more particularly that a due regard to our personal safety did perfectly warrant.

"We found the Brazos river more central, perhaps, in reference to actual existing population, and found in it and its tributaries, perhaps, a greater quantity of fertile lands than are to be found on the Colorado, but on the other hand, we were of opinion that the Colorado was more central in respect to territory, and this, in connection with the great desideratums of health, fine water, stone, stone coal, water power, etc., being more abundant and convenient on the Colorado than on the Brazos river, did more than counter-balance the supposed superiority of the lands, as well as the centrality of position in reference to population possessed by the Brazos river.

"In reference to the protection to be afforded to the frontier by the location of the seat of government, a majority of the commissioners are of the opinion that that object will be as well attained by the location upon one river as upon the other; being also of opinion that within a very short period of time following the location of the seat of government upon the frontier, the extension of the settlements produced thereby will engender other theories of defense on lands now the homes of the Comanche and the bison.

"The site selected by the commissioners is composed of five-thirds of leagues of land and two labors, all adjoining, and having a front upon the Colorado river somewhat exceeding three miles in breadth. It contains seven thousand seven hundred and thirty-five acres of land, and will cost the Republic the sum of twenty-one thousand dollars or thereabouts, one tract not being surveyed. Nearly the whole front is a bluff of from thirty to forty feet elevation, being the termination of a prairie containing perhaps two thousand acres, composed of a chocolate colored sandy loam, intersected by two beautiful streams of permanent and pure water, one of which forms at its debouche into the river a timbered rye bottom of about thirty acres. These rivulets rise at an elevation of from sixty to one hundred feet, on the back part of the site or tract, by means of which the contemplated city might at comparatively small expense, be well watered, in addition to which are several fine bluff springs of pure water on the river at convenient distances from each other.

"The site is about two miles distant from, and in full view of, the mountains or breaks of the table lands, which, judging by the eyes, are of about three hundred feet elevation. They are of limestone formation, and are covered

with live oak and dwarf cedar to their summits. On the site and its immediate vicinity, stone in inexhaustible quantities and great varieties is found almost fashioned by nature for the builder's hands; lime and stone coal abound in the vicinity; timber for ordinary building purposes abounds on the tract, though the timber for building in the immediate neighborhood is not of so fine a character as might be wished, being mostly cottonwood, ash, burr oak, hackberry, post oak and cedar, the last suitable for singles and small frames.

"At the distance of eighteen miles west by south from the site, on Onion Creek, 'a stream affording fine water power,' is a large body of very fine cypress which is found at intervals up the river for a distance of forty miles, and together with immense quantities of fine cedar, might readily be floated down the streams, as the falls, two miles above the site, present no obstruction to floats or rafts, being only a descent of about five feet in one hundred and fifty yards, over a smooth bed of limestone formation, very nearly resembling colored marble.

"By this route, also, immense quantities of stone, coal, building materials, and in a few years agricultural and minerals, and in a few years agricultural and mineral products for the contemplated city can be obtained, as no rapids save those mentioned occur in the river below the San Saba, nor are they known to exist for a great distance above the junction of that stream with the Colorado.

"Opposite the site, at the distance of one mile, Spring Creek and its tributaries afford, perhaps, the greatest and most convenient water power to be found in the Republic. Walnut Creek, distant six miles, and Brushy Creek, distant sixteen miles, both on the east side of the river, afford very considerable water power. Extensive deposits of iron ore, adjudged to be of very superior quality, is found within eight miles of the location.

"This section of the country is generally well watered, fertile in a high degree, and has every appearance of health and salubrity of climate. The site occupies and will effectually close the pass by which Indians and outlawed Mexicans have for ages past traveled east and west, to and from the Rio Grande to Eastern Texas, and will now force them to pass by the way of Pecan Bayou and San Saba, above the mountains and the sources of the Guadalupe River.

"The commissioners confidently anticipate the time when a great thoroughfare shall be established from Santa Fe to our seaports, and another from Red River to Matamoros, which two routes must almost of necessity intersect each other at this point. They look forward to the time when the city shall be the emporium of not only the productions of the rich soil of the San Saba, Peder-nales, Hero and Pecan Bayou, but of all the Colorado and Brazos, as also of the produce of the rich mining country known to exist on those streams. They are satisfied that a truly national city could, at no other point within the limits assigned them, be reared up; not that other sections of the country are not equally fertile, but that no other combined so many and such varied advantages and beauties as the one in question. The imagination of even the romantic will not be disappointed on viewing the valley of the Colorado, and the fertile and gracefully undulating woodlands and luxuriant prairies at a distance from it. The most skeptical will not doubt its healthiness, and the citizen's bosom must swell with honest pride when standing in the portico of the capitol of his country he looks abroad upon a region worthy only of being the home of the brave and the free. Standing on the juncture of the routes of Santa Fe and the sea coast, of Red River and Matamoros, looking with the same glance upon the green, romantic mountains and the fertile and widely extended plains of his country--can a feeling of nationality fail to arise in his bosom, or could the fire of

patriotism lie dormant under such circumstances?

"Fondly hoping that we may not have disappointed the expectations of either our countrymen or your Excellency, we subscribe ourselves your Excellency's most obedient servants,

"A. C. Horton, Chairman, J. W. Burton, William Menefee, Isaac Campbell, Louis P. Cooke."

The Mayor announced that the following application had been withdrawn on October 28th:

MRS. CHARLIE TOD	1212 Parkway	From "B" Residence 2nd
ARMSTRONG	1213-1215 Baylor	Height & Area
By Marvin Braswell	Street	To "C-1" Commercial 2nd
		Height & Area
		NOT Recommended by the
		Planning Commission

Pursuant to published notice thereof the following zoning applications were publicly heard:

L. C. JOHNSON	Rear of 3700 N.	From "A" Residence 5th
	Interregional Highway	Height & Area
		To "C" Commercial 5th
		Height & Area
		RECOMMENDED by the
		Planning Commission

Councilman White moved that the change to "C" Commercial 5th Height and Area be granted. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "C" Commercial 5th Height and Area and the City Attorney was instructed to draw the necessary ordinance to cover.

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SUN-TEX INDUSTRIES	106 Pedernales Street	From "A" Residence
INC., By Charles		To "C" Commercial
Sandahl, Jr.		RECOMMENDED by the
		Planning Commission

Councilman Shanks moved that the change to "C" Commercial be granted. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "C" Commercial and the City Attorney was instructed to draw the necessary ordinance to cover.

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H. M. HARDY & AUSTEX	5710-5804 Manor Road	From "O" Office and
DEVELOPMENT CO., LTD.	Additional Area	"A" Residence
By Don McElwreath	5806-5808 Manor Road	To "LR" Local Retail
		RECOMMENDED by the
		Planning Commission

Councilman Shanks moved that the change to "LR" Local Retail be granted. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "LR" Local Retail and the City Attorney was instructed to draw the necessary ordinance to cover.

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W. T. SHELTON	3708 Kerbey Lane	From "A" Residence
By Jerry Perlitz		To "LR" Local Retail
& Carter Christie		RECOMMENDED by the
		Planning Commission

Councilman White moved that the change to "LR" Local Retail be granted. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "LR" Local Retail and the City Attorney was instructed to draw the necessary ordinance to cover.

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WALTER WENDLANDT	Rear of 5102-5104 Evans	From "C" Commercial
	Rear of 502 East 51st St.	To "C-1" Commercial
	Rear of 5109-5117 Bruning	RECOMMENDED by the
	Avenue	Planning Commission

Councilman White moved that the change to "C-1" Commercial be granted. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "C-1" Commercial

and the City Attorney was instructed to draw the necessary ordinance to cover.

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WILLIS D. GIBBS

1301 Chicon Street
1900-1902 East 13th
Street

From "A" Residence
To "LR" Local Retail
RECOMMENDED by the
Planning Commission

Councilman Shanks moved that the change to "LR" Local Retail be granted.
The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

The Mayor announced that the change had been granted to "LR" Local Retail
and the City Attorney was instructed to draw the necessary ordinance to cover.

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KERRY G. MERRITT
By Robert C. Sneed

1508-1510 Sunnyvale
Street
1304 Summit Street

From "A" Residence
To "BB" Residence
RECOMMENDED by the
Planning Commission

MR. ROBERT SNEED represented the applicant, pointing out property to the south and west was zoned "BB" Residence and "B" Residence and "LR" Local Retail. Mr. Merritt owns Lots 1-4 which are zoned "BB" Residence and Lots 5 and 6 are those in this application. The property on the south is developed to a very dense residential use in accordance with the zoning. Lots 1-4 were zoned "BB" Residence at the time some of those opposing this zoning purchased their property. Mr. Sneed stated this requested zoning would be a normal extension of the present zoning which encompasses two-thirds of the property as "BB" Residence as a buffer. They are asking for a resubdivision to reduce their property from six lots to five. There will be adequate off street parking. MRS. MAUD McCORMICK opposed the zoning, objecting to an apartment building which would cut off the nice breeze and open space around her property. She thought those two lots should be kept residential. Councilman Shanks, after further discussion, moved that the Council sustain the Planning Commission and grant the requested zoning. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

The Mayor announced that the change had been granted to "BB" Residence and the City Attorney was instructed to draw the necessary ordinance to cover.

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MRS. OLLIE ISAAC
By Marvin Braswell

904 East 49th Street
Additional Area
906 East 49th Street
4900-4902 Bennett Avenue

From "A" Residence
To "C-1" Commercial
RECOMMENDED by the
Planning Commission
"C-1" Commercial for
904 E. 49th St. and "O"
Office for the additional
area

Mr. Braswell stated the recommendation of the Planning Commission was acceptable to the applicant. Councilman Long moved that the Council accept the recommendation of the Planning Commission. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "C-1" Commercial for 904 East 49th Street and to "O" Office for the additional area and the City Attorney was instructed to draw the necessary ordinance to cover.

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LOUIS BERRON

6601-6603 Felix Avenue
901 Vargas Road

From "A" Residence
To "GR" General Retail
NOT Recommended by the
Planning Commission

Mr. Berron's Agent spoke in his behalf, stating Mr. Berron wanted to put in a hamburger stand, but does not want to sell beer. Seventy three persons had signed a petition approving this proposed stand, as they thought it would keep their children closer to home. The character of the people that will operate the place is fine, and the owner lives on the property. Councilman Shanks moved that the Council grant the change of zoning as requested. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been granted to "GR" General Retail and the City Attorney was instructed to draw the necessary ordinance to cover.

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MISS LORENA JONES
By Cecil D. Perkins

3804-3810 South 2nd
Street

From "A" Residence
To "B" Residence
NOT Recommended by the
Planning Commission

Mr. Cecil Perkins representing the applicant described the area as being mostly vacant land, but the residences in there are in the \$3,000 to \$4,000

price range. The plans were to build a \$100,000 rest home on this site. He showed pictures of the area and the type of residences. Also pictures of land being cleared for commercial development between Fort View Road and Ben White Boulevard were shown. About 80% of those living in the area had asked him to purchase their properties. He said he was presenting a project that would better this type of land rather than necessitating an Urban Renewal Program for it. Discussion was held on either closing Birch Street or running it through this property. Mr. Perkins stated he would like to have Birch Street extended. The Chief of Plan Administration stated the objection to the zoning was that the streets in the area were substandard. After more discussion, Councilman White moved subject to the necessary widening on South 2nd Street and development of Birch Street that the zoning be granted. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
 Noes: None
 Absent: Councilmen LaRue

The Mayor announced that the change had been granted to "B" Residence subject to the necessary widening on South 2nd Street and development of Birch Street and the City Attorney was instructed to draw the necessary ordinance to cover.

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E. O. QUINN

9001 (8913-9001) East
 Drive

From "A" Residence
 To "B" Residence
 NOT Recommended by the
 Planning Commission

MR. E. O. QUINN wanted to operate a small part time barber shop in his home to accomodate a few customers who come in after working hours. He did not want to make any additions to his home nor put up any sign. Opposition that was made was not to his operating a barber shop in his home, but that the change of zoning could permit other types of business or development. Mrs. Lonnie Willey, 9005 East Drive, opposed the change of zoning and reported this location was not attached to the City sewer system. The Mayor stated the Council would look into this with the Planning Director to see if the ordinance should be amended, and study it from the legality to see what can be done. The Council postponed action until it could make an on site inspection of the area.

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RAY CORBIN et al
 By Jay B. Wilkins,
 Jr.

7814-7816 Watson Street
 1101-1103 Anderson Lane
 1109-1215 Anderson Lane
 7813 Gault Street
 Additional Area
 1105-1107 Anderson Lane

From "A" Residence
 To "GR" General Retail
 NOT Recommended by the
 Planning Commission
 RECOMMENDED "LR" Local
 Retail

MR. J. B. WILKINS asked the Council to consider this proposed development as a regional one. There is to be a 90' street; there is "C" Commercial across the street from this location; and there are three uses planned for this property

which will require "GR" General Retail and "LR" Local Retail will not suffice. He said those represented in the application were willing to dedicate the 15' right of way to the City; those included in the "additional area" he did not represent, and they did not wish to be included. MR. EDWIN BECKER, 1105-07 Anderson Lane opposed the zoning, as his home was there; and even though commercial zoning was across the street, he did not want it to come on his side of the street. Mr. W. W. Wernecke, property owner adjoining this, wanted the area to remain "A" Residence. Mr. Warren Hastings, 1115 Anderson Lane, did not see how this land could be anything else but commercial with the 90' proposed right of way with the present traffic. Mr. Becker said no one would purchase his property, as his improvements are too expensive for them to buy to commercialize the land. The Council decided to look at this area, and Mr. Becker's property and make a decision at the earliest possible time.

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ROGER HEWITT
By Calvin W.
Jayroe

600 Denson Drive
6200-6202 Guadalupe St.

From "A" Residence
To "O" Office
NOT Recommended by the
Planning Commission

The Mayor read about eight letters received by the Council urging the change of zoning. MR. JAYROE, representing the applicant, stated the proposed use was for a building for the Federal Credit Union of the Austin Teachers, and it has adequate off street parking. He pointed out the advantages of being across the street from the Administration Building of the Schools. After brief discussion, the Council decided to make an on site inspection of the area and postponed action until it could make the on site inspection.

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ROSA B. COOPER
By Mike Arnn

2102 East 12th Street
Additional Area
2100 East 12th Street
1201-1205 Alamo Street

From "A" Residence
To "C" Commercial
NOT Recommended by the
Planning Commission

Neither the applicant or the representative appeared at the hearing. The Council asked that Mr. Arnn be notified to be present at the next Council Meeting. Hearing was postponed until the following week.

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DR. WALTER GOODALL
By Robert C. McCreary

123 East 9th Street
822 Brazos Street

From "C" Commercial 4th
Height & Area
To "C-2" Commercial 4th
Height & Area
RECOMMENDED by the
Planning Commission

The Building official reported this location was near two churches, and he measured from the corner of the property involved, and it is 261' from the First Presbyterian Church's door. He said he did not know where the building's door was to be located. The property is more than 384' from the Catholic Church.

The City Attorney explained the state law, and the city ordinance regarding the distance between a liquor store and a church, and the effect granting the zoning would have. The Building Official stated by next week he would have definite information on the exact location of the door to the building. The Mayor stated this matter would be postponed until next week.

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MARVIN A. BERGSTROM

1905-1909 Waterston
Street

From "A" Residence
To "C" Commercial
NOT Recommended by the
Planning Commission

Mr. Marvin Bergstrom described his tract as being on the northern boundary of Clarksville, and the entire area is run down. He had three lots, and the City had condemned one house, which he did not believe he could rent if brought up to standard as prescribed. He also had a letter from the Health Department concerning the property. He wanted to use the property to build 40 apartments, or he would like "B" Residence 2nd Height and Area and build 30 units. The Chief of Plan Administration stated this was spot zoning, and the street is inadequate, The Missouri Pacific Boulevard is going through, and 15th Street will come through a part of Mr. Bergstrom's property. There will be an exit coming off the Missouri Pacific Boulevard. He said the Commission thought at this time, there should be a more comprehensive zoning study. The Mayor asked if Mr. Bergstrom would work with the City before the ordinance were actually voted, to determine the amount of right of way, etc. Mr. Bergstrom stated he would. After more discussion concerning right of way and height and area, Councilman Long moved that this application be referred back to the Planning Commission asking them to please study it for "B" Residence 2nd Height and Area. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

The Building Inspector stated in the meantime he would ask the Building Standards Committee to defer action on the condemned house for 30 days. The Mayor asked Mr. Bergstrom to proceed with cleaning the lot as required by the Health Department's notice. Mr. Bergstrom reported a number of wrecks occurring on the intersection of 13th and San Antonio where there is a yield sign. He suggested having a stop sign there rather than a yield sign, but not a traffic light. The Council asked that this be referred to the Traffic Engineer to study placing a stop sign instead of a yield sign at 13th and San Antonio.

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C. G. JONES

2114 Shoalmont Drive
Additional Area
2112 Shoalmont Drive

From "A" Residence
To "O" Office
NOT Recommended by the
Planning Commission

MR. JONES was not present. MRS. E. S. JOHNSON, 5501 Montview, whose property adjoined this, asked that it be kept residential. Councilman Shanks moved that the Council sustain the Planning Commission and DENY the zoning

request. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the change had been DENIED.

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The City Attorney reported that MR. BRYON LOCKHART, representing Mr. Ervin A. Jaster, who owned property on 18th and Trinity in the Hospital area had been working with him, and they have the problems reduced in writing. The City Attorney drew a sketch showing the property owned by Mr. Jaster, the Nelson property on which Mr. Jaster had an option to purchase, and the City owned property on Trinity. The location of Waller Creek was pointed out. It is not known ultimately what will be developed on these properties until the Urban Renewal Plan is completed. As the plan originally provided for open space along the creek, it was felt that an apartment complex and bridging the creek would be in diametric opposition to the plan for use of that space for public use. Mr. Jaster would like to acquire the City tract. Appraisals of the Jaster tract, the Nelson property, and the City land were given by the City Attorney. The City Attorney stated the City in turn would purchase all of the tracts, giving Mr. Jaster an option to repurchase them if they were made available for private development for that purpose by the Urban Renewal Plan when adopted. The City Attorney explained if the entire property were to be used for public use under the Urban Renewal Plan, the property would already be owned by the City. Mr. Jaster runs the risk of not knowing which piece of land he would have when the Urban Renewal Plan is adopted. If the property is made available for private development, Mr. Jaster would have the option to buy it at the same price per square foot, but he would not be obliged to purchase it. The City Attorney explained the Urban Renewal Act which gives the owner of the property the exclusive right of repurchase if the Urban Renewal Plan is for private use. The expediency here is to have the title of these properties vested in the City, with an option vested in Mr. Jaster if the property is available for private use, and at the same price. Mayor Palmer inquired about the University's interest in the property north of the creek. The City Manager stated the University did have some interest in that area, but it did not ask the Legislature to authorize the acquisition of it. The University is concerned about anything that takes place between the Brackenridge Urban Renewal Development and the University, and they would like to see all of the area south of the Campus developed in keeping with the University development. Councilman Long inquired about the funds to purchase this property. The City Manager said funds for the purchase would be appropriated from the Street, Bridge and Drainage Funds, which are used for construction for drainage. The City Attorney stated the contract spelled out exactly what the provisions are. MR. LOCKHART explained the change in plans contemplated the whole area will be a public park with a hike and bike trail, and he discussed the change of the area--the relocation of 18th Street perhaps, and their inability to know what the configuration would be in the future. Their purpose had been to arrange for some transfer for a substantial equivalent. Mr. Jaster purchased his land in good faith

and thought he would be entitled to build an apartment house. The City Attorney explained the time limit involved, in that the City could take as much time as it needed to make its plans, but after the plans were developed and adopted, Mr. Jaster would have six months to exercise his option. Councilman Shanks moved that the City Manager be authorized to execute this agreement. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

Copy of Agreement authorized is as follows:

"THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

"This contract, made and entered into the day and year set forth hereinafter, by and between the following parties, to wit:

"1. Ervin A. Jaster, of Travis County, Texas, Party of the First Part, hereinafter called "Jaster"; and

"2. The City of Austin, Travis County, Texas, a municipal corporation, acting hereunder by and through W. T. Williams, Jr., its City Manager, hereunto duly authorized by resolution of its City Council, Party of the Second Part, hereinafter called "The City,"

W I T N E S S E T H:

"WHEREAS, Jaster claims fee title to Lots 26 and 27, in Outlot 57, Division "E", in the City of Austin, Travis County, Texas, hereinafter collectively called "the Jaster tract," containing 17,920 square feet of land, and he holds a written option, dated September 17, 1965, recorded in Volume 3049, Page 1226, of the Deed Records of Travis County, Texas, reference to which is here made for all purposes, to buy from Eastin Nelson Lot 25 and the northeast corner of Lot 24, a total of 10,572 square feet of land, hereinafter called "the Nelson tract," out of said Outlot and Division, thus making a combined total of 28,492 square feet of land in the said Jaster and Nelson tracts; and

"WHEREAS, the City contemplates the undertaking of a project generically known as "the Brackenridge project," the details of which have not been formally approved or adopted by the City Council, but under which, if so approved and adopted, the City in all reasonable likelihood will undertake the acquisition and redevelopment for public use of substantial portions of land in the area of the Jaster tract; and

"WHEREAS, the anticipated redevelopment of the land in the vicinity of the Jaster tract and the Nelson tract in accordance with the general plan of the Brackenridge project may necessitate substantial relocation of streets and utility lines, including particularly the relocation of the streets and alleys surrounding the combined Jaster and Nelson tracts and the utility lines now serving such tracts; and

"WHEREAS, the Jaster and Nelson tracts are now zoned "B" and are located

in a second height and area district according to the City's ordinances; and but for the anticipated development of the Brackenridge project, Jaster desires to build upon the Jaster and Nelson tracts, and under the ordinances of the City of Austin he would be entitled to build, one or more multi-unit apartment houses; and

"WHEREAS, the City now owns the fee title to a portion of Lot 24, hereinafter called "the City tract," abutting the Nelson tract, containing approximately 3,272 square feet, which Jaster desires to buy from the City for use in connection with his proposed development; and but for the proposed Brackenridge project the City would be willing to sell it to him absolutely, and it is willing to sell it to him upon terms and conditions hereinafter set forth; and

"WHEREAS, the class of uses to which Jaster proposes to put the Jaster-Nelson tracts, and the City tract if he should acquire it, and the uses permitted by the zoning ordinances now affecting such tracts, are not inconsistent with the purposes of the general plan of the proposed Brackenridge project, and neither the existing improvements on such tracts nor the improvements proposed by Jaster constitute a fire or health hazard, but because of the probable necessity for rearranging the streets and utility lines, and the desirability of establishing a public parkway along Waller Creek, the intentions and plans of Jaster for the proposed development and improvement of his land are so related to the proposed development of the Brackenridge project by the City that the unilateral pursuit of his own plan by each party would result, at the least, in substantial hardship upon the other, and likely would result in litigation which would be expensive and burdensome to both parties; and

"WHEREAS, by virtue of Senate Bill 18, Acts of the 41st Legislature, 3rd C.S., 1929, p. 239, fee title to the center of the abutting street or alley, as the case may be, is in the owner of each respective tract of land described hereinbefore, subject to an easement for street and utility purposes; and

"WHEREAS, the City contemplates that after such time as it may have completed a rearrangement of the streets, alleys, and utilities now available for service to the Jaster and Nelson and City tracts, and after utilization of whatsoever parts thereof shall otherwise be necessary or desirable for public purposes, substantially the same amount of land, at substantially the same location as that now available to Jaster out of such tracts shall nevertheless be available for private development in accordance with the existing city ordinances affecting such land, in accordance with the expressed wishes and intentions of Jaster, and in accordance with the purposes of the anticipated development of the Brackenridge project; and

"WHEREAS, that land, hereinafter called "the equivalent tract," substantially identical in area and location with the presently existing combined Jaster, Nelson, and City tracts as aforesaid, the precise description of which equivalent tract cannot at this time be known, is described and defined with as much accuracy as possible at the present time as follows:

"A tract of land out of Outlot 57, Division "E," in the City of Austin, Travis County, Texas, bounded on the west by Trinity Street, as it may be relocated; bounded on the north by the south boundary of whatever strip of land running alongside and south of Waller Creek the City shall deem necessary for a proposed park; bounded on the south

by East 18th Street, as relocated, or whatsoever other street may be extended eastward from Trinity Street toward Waller Creek; and bounded on the east, or south-east, by a logical contour or other line located at such point that it will enclose within said tract not less than, and not substantially more than 31,764 square feet, arranged, organized and delineated in such fashion that such tract shall be suitable as an integrated site for one or more multiunit apartment houses,

"and

"WHEREAS, the parties desire to resolve their conflicts of interest by contracting as nearly as foreseeably possible under the circumstances for the exchange of reasonably substantial equivalents;

"KNOW ALL MEN BY THESE PRESENTS, therefore, that in order to compromise and settle their differences, and in order to avoid litigation, and for and in consideration of the premises and the reciprocal covenants set forth hereinafter, the parties have agreed, and they do hereby agree, as follows, to wit:

"1. Jaster shall forthwith give Nelson notice that he has elected to purchase the Nelson tract. Simultaneously with the delivery to him of the abstract of title referred to in the option contract between Jaster and Nelson referred to hereinbefore, Jaster shall deliver the same to the City.

"2. The City shall forthwith sell to Jaster, and Jaster shall buy from the City, the City tract, at a price of \$3.06 per square foot, or a total consideration of \$10,000.00. Conveyance shall be by the City's general warranty deed, subject only to restriction and easements of record.

"3. Contemporaneously with the delivery of the Nelson abstracts to the City, Jaster shall deliver to the City either (a) a supplemental abstract of title to the Jaster tract which, read in conjunction with the base abstract of the Nelson tract, shall show good and marketable title in him, subject to easements and restrictions of record, or (b) an equivalent title insurance binder upon such tract in the face amount of \$40,000.00. Title examination, objections, corrective procedure, and closing of the sale of both the Nelson and Jaster tracts shall be had in accordance with the formula and time prescribed in the aforementioned Nelson-Jaster option. Jaster may elect at any time to substitute for an abstract of title to the Nelson tract a title insurance policy thereto in the face amount of \$20,000.00.

"4. Upon closing, Jaster shall convey to the City the combined Jaster, Nelson, and City tracts, a total of 31,764 square feet of land, which tracts are hereinafter collectively called "the combined tract." Such conveyance shall be by general warranty deed, subject, however, to the following:

"A. Easements and restrictions, if any, of record.

"B. Conditions as follows:

"(1) If the City within one year after the date of such deed shall have failed to take an action officially committing the combined tract or some part thereof as a part of the Brackenridge project, or if the

City earlier shall publicly abandon its present intention to proceed with the Brackenridge project in such fashion that the combined tract shall be physically affected thereby; and if Jaster within six months after the expiration of such one year period or earlier public abandonment, as the case may be, shall tender to the City the same consideration agreed hereinafter to be paid by the City to Jaster for the combined tract; then such conveyance shall be void ab initio and Jaster shall be restored to all rights and status which he enjoyed as of the date of his conveyance to the City.

"(2) If the City proceeds in due course with the Brackenridge project in such fashion that the combined tract or some part thereof is committed thereto; and if on completion of the City's development of the land in the immediate area of the combined tract there be any land, hereinafter called "the remainder tract," including abandoned streets and alleys, remaining out of the combined tract which has not been dedicated by the City to public use; and if within six months after such completion Jaster shall tender to the City in cash a sum of money which shall equal the number of square feet, exclusive of then existing dedicated streets and alleys, remaining in said tract multiplied by the same consideration per square foot agreed hereinafter to be paid by the City to Jaster for the land of the combined tract, then such conveyance shall be void ab initio as to such remainder tract, and Jaster shall be restored ab initio to all rights, interest, and status which he enjoyed in such remainder tract on the date of his conveyance to the City.

"5. The consideration payable by the City to Jaster for the combined tract is the sum of \$70,000.00 cash, which shall be paid to him on closing. Of such consideration, for the purposes of this agreement, \$1.00 shall be allocated to improvements and the balance of \$69,999.00 to the land at \$2.20 per square foot.

"6. If the land, exclusive of then existing dedicated streets and alleys, in the remainder tract, hereinbefore described, shall contain less than ninety (90) percent of the area contained in the combined tract exclusive of presently dedicated streets and alleys; and if the City should subsequently acquire land adjacent to the remainder tract which shall not be dedicated to public use and to which the option described herein can lawfully be made applicable; then the City hereby gives and grants to Jaster an irrevocable option to purchase from the City, out of such subsequently acquired land, a tract of land, hereinafter called "the deficiency tract," containing not less than, and not substantially more than, the number of square feet of land represented by the ten (10) percent or more deficiency described hereinbefore, exclusive of then existing dedicated streets and alleys, arranged and located in such fashion that the remainder tract plus the deficiency tract shall conform as closely as possible under the circumstances to the description of the equivalent tract hereinbefore described. Jaster may exercise this option only by tendering to the City simultaneously with a tender of the amounts necessary to defeat his conveyance of the remainder tract, as hereinbefore provided, an amount of cash which, combined with the amount so tendered in defeasance of his deed, shall equal the consideration, set forth hereinbefore, to be paid by the City to Jaster for the land of the combined tract. Upon such tender the City shall forthwith convey to Jaster, by general warranty deed, the deficiency tract, subject only to easements and restrictions of record, and free from charges or liens from paving or utility assessments. Absent such tender, this option shall automatically expire upon expiration of the period set hereinbefore for the tender to be made by Jaster in defeasance of his deed to the remainder tract.

"7. If, after completion of the Brackenridge project, Jaster should

elect to defeat his deed to the remainder tract or to make such election and further elect to purchase the deficiency tract; and if after such election the shape and arrangement of the tract or tracts thus resulting are such that in the opinion of either party they do not constitute an integral unit of land suitable for development and improvement for multiunit apartment houses; and if the City shall then have other adjacent land available for exchange; then upon request of either party the other shall negotiate in good faith for an exchange of properties, square foot for square foot, in such fashion that the shape and layout of Jaster's land, when considered in connection with the terrain, the utility of the adjacent land, and other pertinent aspects of the immediate area as a whole, shall be rendered more suitable for the use for which it is intended. In case of disagreement, the issue shall be submitted to the City's Planning Commission, whose recommendation thereon shall be submitted to the City Council.

"8. The City tract, the Nelson tract, and the Jaster tract are each now improved by paved streets, concrete curbs and gutters, and utility lines built to the City's specifications. All of such improvements which are visible have recently been installed, they appear to be in excellent condition, and all have been fully paid. Jaster shall receive the land he elects to receive under this agreement serviced by improvements of equivalent character and quality and free and clear of any and all liens, assessments, or other charges for same.

"9. During all of the time that the City shall retain the combined tract, until Jaster's right to elections shall expire, it shall be entitled to the free and unlimited use of such tract including the right to retain any rentals, EXCEPT, however, as follows: The City shall not deliberately remove, destroy, or damage any of the buildings on the Nelson tract without Jaster's consent in writing unless and until the particular land on which any such building is located shall be dedicated to public use. If the remainder tract shall include any land upon which any such building is now located, the City during its period of interim possession shall do no act destructive of any part of such building, and it shall continuously maintain fire and extended coverage insurance upon such building to the full extent of its insurable value, with loss payable to the City and to Jaster as their interests may appear. Any proceeds from such policy shall be held in escrow until Jaster either shall have made or shall have failed to make his election to defeat his deed to the remainder tract. If he shall elect to make the tender required, the proceeds shall be applied upon the purchase price as part of the tender; otherwise the proceeds shall become the property of the City.

"10. None of the tracts to be retained by or conveyed to Jaster hereunder shall, at the time he gains or regains possession thereof, be burdened with uses, zoning restrictions, building restrictions, or height and area regulations which are more restrictive than those now applicable to the Jaster and Nelson tracts.

"11. Either party, on request of the other, shall execute any documents or perform any other acts reasonably necessary and desirable to effect the purposes of this agreement.

"12. All notices to Jaster provided by this instrument, if not otherwise actually delivered to Jaster, shall be conclusively deemed to have been delivered to him when it shall have been tendered by certified letter addressed to Jaster at 1701 Ridgmont Street, Austin, Texas, or at such other place as he may hereafter designate in writing. All notices herein provided to be delivered to the

City shall be deemed to have been delivered to the City when they shall have been either actually delivered or tendered by certified letter to the City Manager of the City of Austin, Municipal Building, Austin, Texas.

"13. This agreement is binding upon, and it shall inure to the benefit of, the respective heirs, personal representatives, assigns, and successors in interest of the parties.

"EXECUTED this 4th day of November, 1965, in duplicate original.

s/ Ervin A. Jaster
ERVIN A. JASTER

DRE

THE CITY OF AUSTIN
By s/ W. T. Williams, Jr.
W. T. WILLIAMS, JR.
City Manager

ATTEST:

s/ Elsie Woosley
Elsie Woosley, City Clerk

"THE STATE OF TEXAS

COUNTY OF TRAVIS

"BEFORE ME, the undersigned authority, on this day personally appeared W. T. Williams, Jr., City Manager of the City of Austin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Austin for the purposes and consideration therein expressed and in the capacity therein stated.

"GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of November, 1965.

s/ Nelle McConnell
Notary Public in and for Travis
County, Texas

"THE STATE OF TEXAS

COUNTY OF TRAVIS

"BEFORE ME, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared Ervin A. Jaster, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

"GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of November, 1965.

s/ Kathie Small
Notary Public in and for
Travis County, Texas"

Councilman Shanks moved that the Council recess until 2:00 P.M. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

RECESSED MEETING

2:00 P.M.

At 2:00 P.M. the Council resumed its business.

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, KLRN-TV, Channel 9, is a non-commercial educational television station serving Austin and the surrounding community, and

WHEREAS, the educational and cultural programs broadcast by this station are a significant contribution to the life of the community, and

WHEREAS, this station is a non-profit organization governed by a volunteer Board of Trustees of public-spirited citizens, and

WHEREAS, KLRN is dependent upon volunteer contributions from the community to meet its operational expenses; Now, Therefore,

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

That the month of November be designated as

EDUCATIONAL TELEVISION MONTH

in Austin, and this time be set aside to encourage the people of Austin to take notice of this distinctive community project and to give educational television their interest and support.

The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

Councilman White moved that the Minutes of the Meeting of October 21, 1965 and the Meeting of October 28, 1965 be approved. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

Mayor Palmer brought up the following ordinance for its third reading:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 15.6 ACRES OF LAND, MORE OR LESS, SAME BEING OUT OF AND A PART OF THE THEODORE BISSEL LEAGUE, IN TRAVIS COUNTY, TEXAS; WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN PARTICULARS STATED IN THE ORDINANCE. (Fairmont Park, Section 1 and unplatted land)

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the ordinance had been finally passed.

The Council had before it the recommendation of the Building Standards Commission that the substandard house of Ida Umschied at 22 Bierce Street, be demolished. Councilman Long stated she had talked to Mr. Umschied, the son, who wanted to put a new roof on the structure and use it for storage only. The Building Official stated Mr. Umschied appeared before the Building Standards Commission and agreed to tear the building down within 30 days. Councilman Long moved that the Council sustain the Building Standards Commission's recommendation as follows:

22 Bierce Street - That the structure be declared a public nuisance by the City Council; that the owner be given 30 days to remove the furnishings from the structure and to demolish structure; that after expiration of the 30 day period, the owner has failed to demolish the structure, the Legal Department of the City be instructed to seek judicial determination that the above structure is a public nuisance in a court of competent jurisdiction; that upon a termination of the legal proceedings in favor of the City, the failure of the defendant to abate the nuisance, the forces of the City, with permission of the court, be empowered to demolish the structure and affix the costs thus incurred as a valid and enforceable lien against the property upon which structure is located.

The motion, seconded by Councilman Shanks, carried by the following vote:
Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

Final reading on the ordinance vacating a portion of West 11th Street was deferred until next week.

Mayor Palmer introduced the following ordinance:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CERTAIN CONTRACT WITH HAL STARKEY FOR THE APPROPRIATION OF MONEY PAID TO THE CITY OF AUSTIN UNDER SUCH CONTRACT; AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Long moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The ordinance was read the second time and Councilman Long moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The ordinance was read the third time and Councilman Long moved that the ordinance be finally passed. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the ordinance had been finally passed.

Mayor Palmer introduced the following ordinance:

AN ORDINANCE ORDERING A CHANGE IN USE AND HEIGHT AND AREA AND CHANGING THE USE AND HEIGHT AND AREA MAPS ACCOMPANYING CHAPTER 39 OF THE AUSTIN CITY CODE OF 1954 AS FOLLOWS: A 1.72 ACRE TRACT OF LAND, LOCALLY KNOWN AS 611-621 EAST 45TH STREET AND 4412-4420 EILERS AVENUE, FROM "A" RESIDENCE DISTRICT AND FIRST HEIGHT AND AREA DISTRICT TO "B" RESIDENCE DISTRICT AND 2ND HEIGHT AND AREA DISTRICT; SAID PROPERTY BEING SITUATED IN AUSTIN, TRAVIS COUNTY, TEXAS; AND SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman Long moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The ordinance was read the second time and Councilman Long moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The ordinance was read the third time and Councilman Long moved that the ordinance be finally passed. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Mayor announced that the ordinance had been finally passed.

The City Manager submitted the following:

"November 2, 1965

"To: W. T. Williams, Jr., City Manager Subject: Proposed Traffic & Transportation Building -
Tabulation of Bids

"We are transmitting herewith copies of letter from Fred Day, Architect, along with tabulation of bids for Traffic and Transportation Building.

"We join with Mr. Day and Mr. Klapproth in recommending the award of the contracts to each low bidder as follows:

"GENERAL CONSTRUCTION CONTRACT		
Robert C. Gray	\$116,280.00	220 calendar days

"PLUMBING CONSTRUCTION CONTRACT		
Box-Schmidt	\$ 8,277.00	15 calendar days after general

"HEATING, VENTILATION, AIR CONDITIONING AND ELECTRICAL CONTRACT		
Brady Air Conditioning	\$ 31,980.00	200 calendar days

"The total of the above bids is \$156,537.00.

"From: A.M. Eldridge, Supervising Engineer
Construction Engineering Division
Signed A.M. Eldridge"

"2 November 1965

"Mr. W. T. Williams, Jr., City Manager
City of Austin, Austin, Texas

Re: Traffic and Transportation
Bldg., Austin, Texas

"Dear Sir:

November 4, 1965

"Bids have been received today for construction of the Traffic and Transportation Building to be constructed at the Southwest corner of Jessie St. and Toomey Road. A Tabulation of the bids is attached.

"The combination of low bids received totals \$156,000.00. Subtracting the cost of paving and other site improvements the building cost for 13,500 sq. ft. is \$11.00 per square foot.

"The bids received in my opinion are reasonable for the work required and acceptance of the low bids and awarding of contracts is recommended.

"Yours very truly,
s/ Fred W. Day
Fred W. Day"

"BID TABULATION FOR GENERAL CONSTRUCTION
2 November, 1965

"TRAFFIC AND TRANSPORTATION BUILDING CITY OF AUSTIN Austin, Texas

"CONTRACTOR	BASE BID	ALTERNATE G-1	
B. L. McGee	\$124,600.00	\$2039.00	210 Days
Robert C. Gray	116,280.00	1500.00	220 Days
S. & G. Construction Co.	127,851.00	2000.00	170 Days
W. D. Anderson	121,817.00	1732.00	180 Days
Ralph Everhard	120,700.00	1850.00	220 Days
J. C. Peterson & Co.	128,839.00	2500.00	120 Days
A. W. Bryant	119,853.00	1800.00	210 Days

"BID TABULATION FOR PLUMBING CONSTRUCTION
2 November 1965

"TRAFFIC AND TRANSPORTATION BUILDING CITY OF AUSTIN Austin, Texas

"CONTRACTOR	BASE BID	
A. C. Inc.	\$ 11,293.00	10 days after general
C. G. Puryear	9,780.00	10 days after general
Rich Plumbing & Heating	10,945.00	10 days after general
Strickland	9,157.00	230 days
Fox-Schmidt	8,277.00	15 days after general
Strandtmann	11,915.00	10 days after general

"BID TABULATION FOR HEATING, VENTILATING, AIRCONDITIONING AND ELECTRICAL CONSTRUCTION 2 November 1965

"TRAFFIC AND TRANSPORTATION BUILDING CITY OF AUSTIN Austin, Texas

CONTRACTOR	BASE BID	ALTERNATE	HVACE
Fox-Schmidt	\$ 39,800.00	Deduct \$150.00	15 days after gen.
A. C., Inc.	36,590.00	" 260.00	10 days after gen.
Brady Air Conditioning	31,980.00	" 260.00	200 days

November 4, 1965

"CONTRACTOR (Cont.)	BASE BID	ALTERNATE	HVACE
Fox & Hearn, Inc.	\$ 34,541.00	Deduct \$200.00	
Strandtmann A. C.Co.	38,200.00	" 140.00	10 days after gen.
Strickland Plbg. & Htg.	35,285.00	" 260.00	230 days
Walter A. Tew Electric	33,315.00	" 75.00	
Young & Pratt	44,240.00	" 260.00	"

Although the bids ran somewhat higher than the estimate, the Mayor stated on the square footage it was a fairly good bid. This included the paving and site improvements in the total bid. After discussion, Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 2, 1965, for the construction of a Traffic and Transportation Building; and,

WHEREAS, the bid of Robert C. Gray, in the sum of \$116,280.00 for the General Construction of the building; the bid of Fox-Schmidt, in the sum of \$8,277.00 for the Plumbing Construction; and the bid of Brady Air Conditioning, in the sum of \$31,980.00 for Heating, Ventilation, Air Conditioning and Electrical Construction, were the lowest and best bids therefor, and the Supervising Engineer, Construction Engineering Division of the City of Austin, and by the City Manager; Now, Therefore,

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

That the bids of Robert C. Gray, the bid of Fox-Schmidt, and the bid of Brady Air Conditioning, be and the same are hereby accepted, and that W. T. Williams, Jr., City Manager of the City of Austin, be and he is hereby authorized to execute contracts, on behalf of the City, with said companies.

The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

The City Manager submitted the following:

"November 3, 1965

"Mr. W. T. Williams, Jr.
City Manager
Austin, Texas

"Dear Mr. Williams:

"Sealed bids were received until 3:00 P.M., October 28, 1965 at the offices of Bryant-Curington, Incorporated for the CONSTRUCTION OF 120 FEET OF 12-INCH, 3,588 FEET OF 10-INCH, AND 911 FEET OF 8-INCH CONCRETE SEWER MAIN IN FAR WEST BOULEVARD. The purpose of this construction is to provide sewer service to

this area. The developer on this project will be entitled to an 82% approach main cash settlement. The bids were publicly opened and read at the office of Bryant-Curington, Incorporated, 3423 Guadalupe Street, Austin, Texas, and this bid opening was attended by a representative of the Water and Sewer Department.

"The following is a tabulation of bids received:

<u>"Firm</u>	<u>Amount</u>	<u>Working Days</u>
Ford-Wehmeyer, Incorporated	\$39,851.80	50
Austin Engineering Company	41,638.50	95
Bland Construction Company	46,959.40	65
H and M Construction Corporation	29,717.50	30

"The bid of H and M Construction Corporation was a qualified bid by the following statement: "Backfill requirement will have to be satisfactory to Contractor."

City of Austin (Estimate) \$36,941.50

"It is recommended that the contract be awarded to Ford-Wehmeyer, Incorporated on their low bid of \$39,851.80 with 50 working days.

"Yours truly,
s/ Victor R. Schmidt, Jr.
Victor R. Schmidt, Jr., Director
Water and Sewer Department"

Councilman Long inquired about the low bid of H & M Construction and why it was ruled out. The City Manager stated in order to prevent the collapse of utility ditches which had been experienced, they prepared specifications for stronger requirements with reference to backfilling, this particular contractor took exceptions to these specifications in his bid. Today a letter was received from H & M Construction saying they would comply if this practice is to be followed, bids need not be taken. The contractor stated the backfill would be acceptable to him rather than to the City. Mayor Palmer read the letter from the H & M Construction Company addressed to Mr. Victor Schmidt, stating the Company agreed the job could be done according to the specifications, and agreed to complete the project in accordance with the specifications. This letter was received this morning. The City Manager stated if this letter was recognized, the sanctity of bidding would be violated. The bids were taken by the Engineer, Bryant-Curington, with representatives from the City present. The Mayor pointed out if there were any change from the normal practice of bidding the bidding procedure would be violated. The City Attorney said the other alternative would be to reject all bids and take new ones. Mr. Hughes gave the reason he qualified his bid; that there was a question as to whether or not the material would be satisfactory to backfill the ditch; and if he had to haul in other material, it would cost the extra \$10,000. The Mayor asked if Mr. Hughes agreed that the specifications were clear enough that he could have put in the backfill up to 90%. Mr. Hughes stated they were, and later agreed his bid should be thrown out, but he wanted to get it cleared in the future. Mayor Palmer explained the City had to keep its bidding procedure correct. Finally, after more discussion Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received on October 28, 1965, by the City of Austin,

for the construction of 120 feet of 12-inch, 3,588 feet of 10-inch, and 911 feet of 8-inch concrete sewer main in Far West Boulevard; and,

WHEREAS, the bid of Ford-Wehmeyer, Incorporated, in the sum of \$39,851.80, was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of Water and Sewer Department of the City of Austin, and by the City Manager; Now, Therefore,

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

That the bid of Ford-Wehmeyer, Incorporated, in the sum of \$39,851.80, be and the same is hereby accepted, and that W. T. Williams, Jr., City Manager of the City of Austin, be and he is hereby authorized to execute, on behalf of the City, with Ford-Wehmeyer, Incorporated.

The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

Councilman Long moved that the City Manager be instructed to enter into a cooperative agreement with SOUTHERN PACIFIC RAILROAD for signal co-ordination at the intersection of Lamar and Airport Boulevard. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

The Council agreed to meet on the regular day during Christmas and New Year's week.

Councilman White inquired about employees' having time off on Christmas Eve as some wanted to go out of town. The City Manager stated if they could be spared, they could go, charging the time to vacation.

The City Manager stated last week the Council was advised that specifications were out on bids for the swimming pool for Southwest Austin, and the plans are in the next room for the Council to review.

The City Manager stated the Construction Engineer had discussed with those interested in enlarging the barn at the Coliseum, and they concluded that the expansion could occur on the south side of the existing barn, and estimated the cost to be about \$27,000 including lighting, plumbing, site work and rest-rooms. Councilman Long asked if this would last 10 years or would these people come back next year and build a Coliseum somewhere else. The Mayor stated last year there was such a successful show and people from all over Central Texas indicated they would like to come into Austin rather than going elsewhere, and it is felt all of this additional space can be utilized. The Construction Engineer answered questions of the Council, and discussed briefly the financing in that the Chamber of Commerce would pay the City for the project, let the City

build it, and reimburse them later. The Mayor asked that the principles involved meet with the City Manager and work this out. After discussion, Councilman Long moved that the City Manager be empowered to meet with this group and work out details and go ahead with it if an agreement can be reached. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman LaRue

The Mayor announced it was 2:30 P.M. and the Council was delighted to have representatives of KHFI TV to show a picture of the U.S.S. AUSTIN taken at Corpus Christi. He read a letter from U. S. Senator Ralph Yarborough expressing appreciation for the honor of participating in the presentation of the silver service to the U.S.S. Austin, Saturday, October 30, 1965. MR. DAN LOVE stated those who were in the ceremonies in Corpus did not have the opportunity to see the filmed highlights of the ceremony; and speeches by the Mayor, Captain Shaw and Congressman Pickle were recorded. After the showing of the film, Mr. Love presented it to the City for its records, and a duplicate to Congressman Pickle. The film showed Mayor Palmer presenting the silver service to the Captain, Officers and men of the U.S.S. Austin and expressing the love, esteem and respect for all of the men on the U.S.S. Austin and wishing "fair winds and smooth sailing", and stating Austin always would be proud of this crew.

Mayor Palmer announced a meeting with the Recreation Director to discuss Town Lake Plans as concerns the development in the area where Mr. Barefield has his establishment. The Recreation Director distributed an outline of what was planned and a financial report covering what was set aside in the Recreation Bond money and what is anticipated will come through open space funds. It will amount to about \$600,000 through 1970 which is anticipated to be spent on Town Lake. He displayed a plan of the beautification and a breakdown of development by years. The number one development was directly in front of the Auditorium, and \$4500 had been spent in putting in terraces, walkways and parking areas. Rye grass has just been planted. It is hoped to put in a watering system and landscaping this year. He pointed out an island which will be a floating garden. A group who wants to work on building a gazebo on the island would like to meet with the Council next week to discuss this.

The west end, as recommended by the Parks and Recreation Board, will be primarily open space. If finances permit, development will start on this area in 1967; however, the Council and administration may want to place a priority on some other area. The City Manager listed the amounts suggested to be spent on water system, landscaping, and the east floating garden in 1966; and grading, paving parking area, curbs, and a park drive in 1967 in the west Auditorium area, involving only partially developing the area on down to Lamar Boulevard. He stated another approach would be total development of each section rather than partial development of several areas. This plan is a way to make the money available year to year match the development from year to year. From the railroad to Lamar, contemplated was just the planting of trees and a hike and bike trail. The Mayor inquired about the area between Lamar and the railroad tract and if there were any prohibitions against carrying out the proposed planning where the bait house is. He thought the public's interest could be better

served if the area from the railroad tract could be completed, as an outstanding focal point, rather than spreading the development too far and not doing too much of anything to give a very good impression.

The Recreation Director reviewed plans of the north bank of the river, stating no funds were available for development on the north side except for land acquisition. Provisions for relocating the Little League Fields had already been made. Councilman White asked if the Town Lake Committee had approved all of this. The Mayor stated the Town Lake Committee had approved it, and the Council adopted the plan in principle. The Planning Director discussed the development in line with increased tourism, the State's Tourism program, and the Hemisphere in San Antonio in 1968, the need of developing Barton Springs Road and Riverside Drive, but pointed out this was not in the next five year capital improvements program, as the funds are not in sight. Councilman Shanks favored taking one area and completely developing it like it should be instead of trying to partially develop areas up and down the river. The City Manager pointed out the initial cost of development is not the only cost. Immediately upon development there is a maintenance cost, and it is estimated the maintenance would be \$75,000 a year for even that small amount of development.

MR. MARTIN STEFNO understood the plans for the west sand beach and extension of Riverside Drive were somewhere five years in the future, it was explained the street development would be in 1970-1975, and there would be no access to the area where the bait house presently is located.

Mr. K. H. Miller stated there was a need for a bait house facility as now exists and it is needed in this general area. He wanted to support fishing in this area. Mrs. Marcie Barnard stated the bait house would not affect a hike and bike trail in any way. Mr. B. H. Eland and Mr. Hudson were interested in the street widening and grade separation planned. Mr. Hudson stated businesses could be operated even though they were in a depressed area of a grade separation.

MR. TONY MEEKS, representing the Austin Bass Club, filed a statement with each member of the Council, stating the Club was an organization of over 200 individuals, and it believed the persons who worked out the Town Lake Plan could find some alternative plan whereby a man who is fulfilling a definite need could be allowed to continue. Councilman Shanks asked if he thought the Town Lake Plan needed a bait house. Mr. Meeks stated it did very definitely and this location is desirable, convenient, and is where the children can get to Mr. Barefield. The Director of Recreation showed on the plans the five suggested locations for a bait house--near the Longhorn Crossing, north bank just west of Interstate 35, Barton Creek, one on the island, and now the possibility of working in a bait house along with the boat concession between Lamar Bridge and the Railroad Bridge on the north side. The Mayor stated nearly every location they were discussing would be from two to five years before developing.

Mr. Barefield filed a petition with approximately 1200 signatures, stating that citizens and sportsmen of Travis County feel that the public can best be served by permitting a bait and tackle shop to be operated on Town Lake and requesting the Council to permit Charlie Barefield to continue operating the bait and tackle store in his present location, since this location has proved to be convenient to the public over the past 12 years. He had petitions from Elgin. People had asked to take petitions to Marble Falls, Burnet, Kingsland,

Wimberly, San Marcos, New Braunfels, Lockhart, Bastrop, Round Rock and Pflugerville. No organized effort was made to get this petition signed extensively. It is even signed by some children. The petition is signed by people vitally interested and is unique in the representative quality for this particular problem. People are attracted to this area from a 50 mile radius, and he has a custom that is well established and known. He has a complete set up, a full time repair man, and he pointed out how few bait, tackle and repair shops there were, and their remote locations. He stated a bait house could be a shack-type operation, or something better could be planned where there would be a service and a complete line of fishing equipment. Fishermen should have some place immediately adjacent where they can get all the services he offers. The public demand for this business at this location is reflected in the fishing license figures in Travis County as about 18% of the fishing licenses were sold at his place. It appears this is a well established site for this service. Councilman White inquired about the site on the north side of the river. Mr. Barefield stated it would not be as good as the present one; because of the location of the main channel in the river.

Mr. Barefield said they could put up a building as attractive as any down there, and landscape it. There is ample room for picnic tables, and a hike and bike trail behind it, and everything would be highly compatible and desirable to the whole plan. In answer to the Mayor's inquiry about a hike and bike trail, Mr. Barefield stated he would welcome such a project. He discussed briefly the grade separation. He pointed out the advantages of a nice building in the area and being able to do a better job for himself as well as for the City. He was proposing to place the bait house in the permanent plan, as this location would be the best place for it. The City Manager stated at one time there was a plan which would have located his building just west of the railroad on the south side of the river, and that location would not conflict with anything the City proposed to do. Mr. Barefield showed a sketch of his proposed building. Mayor Palmer inquired if he were interested now in a long term lease on the present area rather than whether or not he was going to be asked to move from the present site. Mr. Barefield had the letter extending the lease to the first of the year, but he was interested in putting up a permanent structure in agreement with all plans of the City, and that would necessitate a 10 to 20 year lease. The Mayor asked if the area toward the railroad track would be just as acceptable. Mr. Barefield stated it would be highly acceptable. The City Attorney asked if it would be a satisfactory arrangement to extend the present lease for a period of six, eight or twelve months while additional study is given to the proper permanent location of a bait house somewhere on the lake; and if the Council should decide on a location; the type of structure, and terms on which it would be leased, and have the specifications drawn and call for bids, would Mr. Barefield object. Mr. Barefield stated this would be satisfactory, although he would hate to give up a concession he had operated for twelve years; but he did think any operation should be completely integrated with all plans of the Parks and Recreation Department. He stated he would be most happy to work with the City on this extended contract. The City Manager pointed out another matter of concern--that the more activities along the shoreline that produce income for the City, the more money there will be to offset some of the maintenance cost. Mayor Palmer stated they would like to discuss this with the City Manager to make certain that not much can be done prior to 1967; and if an eight or twelve months' lease could be worked out, and the plans presented today be reviewed to see if a permanent location could be found in the area, then Mr. Barefield could be given an answer.

Councilman Shanks moved that MR. HAROLD JOHNSON be heard. The motion was seconded by Councilman White. Roll call showed a unanimous vote.

MR. JOHNSON discussed his property known as "BATTER-UP" on Barton Springs Road, and another plot of land. He was required to file a short form subdivision plat, and had gone through all channels and met all requirements. The subdivision section asked for a plat of his property and also a plat of the entire Johnson Price Subdivision, with their signatures on it. He has been unable to get Mr. James Cockrell, Real Estate Agent, Mr. Price, and Mr. Morgan Pearce, Attorney, together to work this out as suggested by the Planning Department. His two letters were presented along with his plat to the Planning Board and he was turned down because he had not dedicated 10' for right of way on Barton Springs Road. He was told by Mr. Fowler, in the City Attorney's Office, that the City was going to purchase the 10' of his property. The other reason for denial, was the Planning Commission wanted him to contact these men and bring them in and work with them on the original tract. It is impossible to get in touch with them. He planned to put in a car wash on his property. The property was not subdivided when it was sold to Mr. Johnson. The owners should have had the short form subdivision before they sold it. The Mayor suggested that Mr. Johnson meet with the City Attorney, and Assistant City Attorney, Mr. Fowler, and see if something could be worked out. Councilman Long asked if there were relief that Mr. Johnson could get.

The City Manager stated the 12 months' agreement with the American-Statesman for parking space on the block north of their building expires on November 30, and the American-Statesman had asked for a renewal of the contract for another year. The contract provides for 20% below the daily rate on an annual basis. They asked for 12 spaces, and they pay annually \$576.00. He asked if the Council would prefer to have this contract on a yearly basis subject to renewal at their option rather than the request being brought back each year. Councilman Long suggested this should be brought to the attention of a new Council. Councilman White moved that the American-Statesman be given permission to use this parking area again for one year as set out in the present contract. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The City Manager inquired if the Council wanted to proceed on opening 9th Street between Neches and Trinity. Councilman White reported Mr. Goodman, Architect, stated the City had never come to discuss this with the Church, and make them a proposition as to what the City wants to do. After discussion, Councilman Shanks moved that the City Manager be instructed to go to the First Baptist Church and tell them that the Council intends to open 9th Street up, and that the City Manager further be instructed to tell these folks that this is the Council's firm decision, and that he is there to do business with them. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen LaRue*, Long, Shanks, White, Mayor Palmer
Noes: None

*Councilman LaRue asked that his vote on this motion be recorded as "aye"
See Minutes of November 9, 1965.

Mayor Palmer read a letter from Mr. Frank Barron. The City Manager stated more right of way in excess of the dedicated amount is needed across this subdivision, and it will be necessary to purchase some right of way as well as paving. An investigation is being made to see which side of the street will be more economical to purchase. The Director of Public Works and others of the Administration are working on this.

Mayor Palmer read a letter from JUDGE HERMAN JONES regarding abuse of parking around the Court House by employees, and expressing his concern over jurors who are commanded to appear at the Court House, stating consideration given to jurors would not be given to any segment of population but would benefit all of the public alike. If it were possible, he hoped something could be worked out to relieve the parking problem for the citizens when they are responding to a public duty common to all. The letter was filed with the Clerk. The Mayor stated the Council had ordered a thorough investigation of the abuses and accusations; and when this report is received it will be discussed, and the City Clerk was asked to answer Judge Jones' letter stating when the report is received the Council would consider his letter in the discussion.

Mayor Palmer stated each member of the Council received a letter from Judge McFarling announcing his resignation on December 12, 1965. He stated the Council would adjourn and go into Executive Session and discuss the matter.

Councilman Long moved that the City Manager be authorized to enter into an agreement with MR. JAMES W. WILSON of the firm of MCGINNIS, LOCKRIDGE, KILGORE, HUNTER & WILSON to represent the City in Anti-trust suits against the manufacturers of aluminum conductor cable, and that the filing of the suits be authorized. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

Councilman Shanks moved that the Council adjourn and go into Executive Session. The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman LaRue

The Council adjourned at 5:05 P.M. to go into Executive Session.

APPROVED

Lee E. Palmer
Mayor

ATTEST:

Edie Wooley
City Clerk