

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

November 23, 1965

10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Palmer presiding.

Roll call:

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

Absent: None

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 FATHER DALTON, St. Austin's Catholic Church.

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

MR. JOHNSON, represented MR. EUGENE SCHWERTNER, 5307 Western Hills Drive, in opposing the removal of a street light in this area. MR. REESE recently had purchased property across the street, and Mr. Schwertner was informed the street light was being removed, as Mr. Reese did not want the utility highlines on his property, and was paying for their removal and rerouting to the rear of lots 11, 12, 13, 14 and 15. The street light which the Council had installed at the requests of the residents of that area some five years ago was included in this removal. This light was installed partly to illuminate the area where the cliff is and where there is no guard rail or warning of any kind. The property owners across the street do not want the high lines rerouted nor the street light removed. Mr. Johnson stated the urgency prevented his going through the administration as the crews already had begun working. The City Manager stated a check was being made of this, but he did not have full information at this moment, but this could be handled administratively. Mayor Palmer stated the City Manager would look into this and give Mr. Johnson an answer. Councilman Long stated the work should be halted immediately to see what the problem is.

The City Manager read the letter from Brown & Root, Consulting Engineers on the Turbine-Generator - Contract No. X-101, Plant "X", as follows:

"November 22, 1965

File: E-4-DVB

"Mr. W. T. Williams, Jr., City Manager  
City of Austin  
Post Office Box 1088  
Austin, Texas 78767

"TURBINE-GENERATOR - CONTRACT NO. X-101  
CITY OF AUSTIN  
PLANT "X"  
OUR JOB CA-3

"Dear Mr. Williams:

"Brown & Root, Inc. has examined the bids opened by you at 10:00 A.M. November 18, 1965 in open Council meeting for the Plant "X" Power Station, Unit Number One, Turbine-Generator, Contract Number X-101.

"Bids were submitted by: General Electric Company  
Westinghouse Electric Corporation

"The following prices were quoted firm by both bidders for thirty (30) days.

	<u>General Electric</u>	<u>Westinghouse</u>
Basic Bid:	\$6,116,847.00 <sup>(1)</sup>	\$6,150,291.00
Price Multiplier for Adjustments and Basis:		
Turbine-Generator:	0.83	0.83
Price Basis:	G.E. Handbook Section 4710 dated 10/28/65	Being Revised
Boiler Feed Pump Turbine:	0.80	0.80
Price Basis:	G.E. Handbook Section 4770, pg. 10 dated 2/17/64 and pg. 11, 12 and 13 dated 4/13/64	W.E. Price List P.L. 1142 dated 8/17/64

(1) General Electric Company quoted separate prices for the Turbine-Generator and Boiler Feed Pump Turbine rather than a combined bid as requested. These prices were as follows:

General Electric Company:	
Turbine-Generator . . . . .	\$5,868,489.00
Boiler Feed Pump Turbine . . . . .	248,358.00
Total	<u>\$6,116,847.00</u>

"In addition to the above, General Electric Company requested that certain other engineering data be made public for evaluation purposes. This request was granted by the Council. For your records, these data are listed below:

	<u>"General Electric</u>	<u>Westinghouse</u>
"Turbine Nameplate Rating	319,123 kw	321,052 kw
Generator Nameplate Rating	413,000 kva	414,981 kva
Maximum Calculated Capability (2)	350,515 kw	352,734 kw
Maximum Guaranteed Capability	323,932 kw	326,497 kw

"Examination of the proposals of both firms revealed exceptions listed as "Comments" were being taken to the Specifications, as follows:

- "1. General Electric and Westinghouse - Exceptions to the "Penalty Clause" Art. B-26. General Electric stated that under no circumstances will they accept a penalty clause. Westinghouse stated that, in principle, they were opposed to a penalty clause and had not incorporated this item into their base bid. However, at the Purchaser's insistence they would do so at a price addition. The price addition was not specified.
- "2. General Electric - Exception to Art. F-3-5, "Guaranteed Performance," as written in the specification. General Electric has removed the time limit of one (1) year for making corrections to meet the guarantee. By removing the time limit, they have also deleted responsibility for making the penalty payment specified. Westinghouse did not make any comment regarding this Article and it was, therefore, acceptable to them.
- "3. All other "Comments" were reviewed and found to be acceptable to the Engineer.

"The exceptions listed in Paragraphs 1 and 2 were not evaluated, as these are outside the scope of engineering. They are listed for your records since resolution needs to be negotiated between the City Council, you and your staff, and the bidders before a contract can be awarded.

"The units proposed were evaluated as follows:

- "1. Capability - Turbine-Generator prices are priced on the maximum guaranteed rating or capability condition. Westinghouse and General Electric state in their price lists the price to be added or deducted from the quoted price for either adding or deducting guaranteed capability of the unit will be as follows:

Turbine - \$3.735/kw  
Generator - \$4.15/kva

Since the machines are designed to ultimate capabilities as specified, credit should be given to the Westinghouse offering for the greater capability, as follows:

a. Turbine:

(W.E. Capability, kw - G.E. Capability, kw) (\$3.735/kw) = Credit to W.E.  
(326,497 - 323,932) (3.735)  
(2,565) (3.735) = \$9,580.28

"b. Generator:

$$\begin{array}{rcl}
 (\text{W.E. Capability, kva} - \text{G.E. Capability, kva})(\$4.150/\text{kva}) & = & \text{Credit to W.E.} \\
 (414,981 - 413,000) (4.15) & & \\
 (1,981) (4.15) & = & \$8,221.15
 \end{array}$$

Total Credit to W.E. on Capability:

$$\text{Item a.} \quad / \quad \text{Item b.} \quad = \$17,801.43$$

- "2. Efficiency (Heat Rate) - In review of the heat balances proposed, and comparing to the formula given in the specifications, it became apparent that an error was made in the formula with regard to whether the boiler feed pump turbine drive input or output power should be used in calculating heat rate. The specifications stated input power should be used rather than the output power. This was an obvious error with respect to normal methods of calculating heat rate. General Electric caught this error and made heat rate calculations utilizing the output power. Westinghouse failed to notice the error and made calculations based on input power. Since in the formula this factor is in the divisor portion and input power will always exceed output power due to efficiency of a machine, the Westinghouse heat rate calculation reflected a much lower number than would be possible with the correct heat rate calculation. However, with the information contained in the proposals, the Westinghouse heat rate calculations were readily corrected resulting in higher rates but still lower than the General Electric Company rates. The curve comparing these heat rates is shown on the attached sheet. In comparing these curves it was found that the average differential across the entire load range is 15 Btu/kw-hr.

From Article B-8, "Bid Evaluation," the following factors are utilized in arriving at a credit to be allowed Westinghouse Electric Corporation for this guaranteed efficiency differential:

- a. Fuel Gas: \$0.21/Million Btu
- b. Load Factor of Plant: 55%
- c. Heat Rate Evaluation: 10 years
- d. Guaranteed Efficiency Differential: 15 Btu/kw-hr.
- e. Hours per Year: 8,760 hrs/yr.
- f. The nameplate rating is utilized with the Load Factor:  
319,123 kw

The calculations for efficiency savings would be:

$$\frac{.21(.55)(10)(15)(8760)(319,123)}{10^6} = \$48,432.34$$

$$\text{Total Credit to W.E. on Efficiency} = \$48,432.34$$

- "3. Initial Investment Cost - On the base bid prices, the interest charges on the greater investment required to take advantage of the Westinghouse offering of greater capability and efficiency to be evaluated. Therefore this calculation would be as follows:

## a. Difference in Base Bids:

Westinghouse	\$6,150,291.00
General Electric	6,116,847.00
Difference	\$ 33,444.00

"b. Interest Rate: 4% Compound

"c. Evaluation Period: 10 Years

"On the uniform annual series of payments the interest charge would be 0.12329 (factor from interest tables for calculating yearly payments including interest) times \$33,444 (the principle) times 10 (number of years) minus \$33,444 (the principle), or:

Interest Charge for 10 years total =

$0.12329 (33,444)(10) - 33,444 = \$7,789.11.$

Interest Charge to be debited to Westinghouse for additional investment costs = \$7,789.11.

"4. Evaluation Summary:

	<u>General Electric</u>	<u>Westinghouse</u>
Base Bid	\$6,116,847.00	\$6,150,291.00
Capability Credit (Item 1.)		- 17,801.43
Efficiency Credit (Item 2.)		- 48,432.34
Additional Investment Cost (Item 3.)		+ 7,789.11
<b>EVALUATED COST</b>	<b>\$6,116,847.00</b>	<b>\$6,091,846.34</b>

"Therefore, on the basis of the best evaluated bid, firm price, and satisfactory delivery, it is recommended that a contract for the Turbine-Generator be awarded to Westinghouse Electric Corporation for Bidding Unit No. One for the total lump sum of \$6,150,291.00.

"In closing, we wish to thank the Bidders for their cooperation. We realize in a bid of this nature that the tendency by the Bidders is to want to make doubly sure that the competitor is bidding comparable and equal equipment. We wish to state the following facts for their benefit.

"1. Both offerings were in accordance with the specifications from an engineering standpoint of design and equipment scope of supply.

"2. Brown & Root, Inc.'s erection forces stated that the cost of erecting of either General Electric or Westinghouse Turbine-Generators has been a stand-off for many years.

"3. It is realized that this unit is being pushed to its ultimate limit in capability and efficiency. It is also realized that design changes for either of the above, as well as dependability, may come about during the actual engineering phase. Brown & Root, Inc. does not profess to be turbine-generator design engineers. Both bidders are well qualified in this field and are both equally responsible companies. Therefore, we do not intend to evaluate one company's integral design against the other. However, due to the close bids that were received and subsequent evaluation of efficiency and capability, it is recommended that the client insert in the contract with whom he enters into agreement the following: "Should any design changes proposed by the manufacturer subsequent to the date of notice of award of contract by the City of Austin result in a reduction of either guaranteed capability or efficiency, the Bidder shall deduct from his price, double the evaluated cost of such reduction determined

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by the methods outlined above."

"Should you have any questions on our evaluation of the Turbine-Generator proposals please let us know.

"Yours very truly,

BROWN & ROOT, INC.

s/ D. V. Boyd

D. V. Boyd

"APPROVED: s/ D. C. Kinney

D. C. Kinney, Director of Electric Utilities  
City of Austin"

Mayor Palmer noted on the evaluated basis, there was \$25,000.66 difference. MR. JOE HIXON, General Electric, discussed the "experience clause" on page b-2 of the specification, stating Westinghouse did not comply, and gave technical reasons why he did not believe they were in compliance. He asked that Westinghouse name the five successful operations, out of the ten compounds, single shaft units, rating 321,000 KW or larger that are in successful operation today. He said he was not speaking of components or cross compounds. Councilman LaRue asked that Westinghouse confirm their answer in writing. In reply to the Mayor's question, the Westinghouse representative stated they did have five or more as specified that are operating successfully. Mr. Hixon contended the five units would not qualify according to the specifications.

Councilman Shanks inquired if Mr. Hixon believed General Electric to be the only qualified bidder. Mr. Hixon stated under the specifications they were; they were qualified by seven units in successful operation. MR. BOYD, Brown and Root Engineers and Mr. Hixon discussed this provision of the specification in lengthy detail. Mr. Hixon stated he was talking about one large unit versus two half sized units to make up the 320,000 KV.

Mayor Palmer inquired if there were any questions about the evaluated bid. MR. HIXON stated it was mentioned there was a 15 BTU difference, or .2 of 1% and there are no instruments in the operation of Power Plants that can measure .2 of 1% difference. There is a credit of \$48,000 on fuel in favor of Westinghouse. Mr. Hixon stated he believed General Electric still had the best bid. If the \$48,000 for the fuel clause is left out they had the lowest and best bid. Mayor Palmer inquired how many BTU's produced a KWH, and Mr. Boyd explained in detail and referred to the graph, and stated these figures were averaged out to get the 15 BTU. The City Manager explained how the measurements were made per month. Mr. Hixon stated General Electric would be \$23,448.00 low, if the fuel clause were left out.

Mayor Palmer said WESTINGHOUSE had stated it could comply and would list the five units, as requested by Mr. Hixon, and that the engineers and the City Manager had explained the measuring of BTU's. Councilman Shanks stated there was a thorough understanding with both bidders that the specifications as submitted were good specifications; and both parties, after going into details as to whether or not the consulting engineers were respected, professionally apt, and able to handle such a bid as this, stated they had every respect for the engineers, Brown & Root. It was also determined that the integrity of the Council was not to be questioned. Councilman Shanks stated it looked as though this were a good competitive bid, and both parties had done a good hard job on

competition. He stated he would have to take the recommendation of those engineers engaged for this specific job, regardless of all the circumstances, and how close the bids have been, and it is the recommendation of the Engineers and the City Manager. Councilman Shanks moved that the recommendation of Brown and Root be accepted and the contract awarded to Westinghouse. The motion did not receive a second. Councilman Long wanted to study this a little more. Councilman LaRue stated he would like to get the answers from Westinghouse in writing, and get the general objections from General Electric also in writing, and have an opportunity to study these. Councilman Long also wanted in writing how General Electric claimed to be \$23,000 less than Westinghouse. Councilman White was not ready to vote on this award today. Councilman Long asked for an explanation on Section 2 "Guaranteed performance", as she did not know what Westinghouse said it would do in this particular case as opposed to what General Electric said it would do. The Mayor, in this regard, asked if it were the intent of both manufacturers to make any defect good rather than to pay a penalty. The Westinghouse representative stated they had no objections to the penalty. Both companies agreed they would correct any defects in preference to the terrific penalty if they did not.

Mayor Palmer read a letter concerning the bids on the turbine generators from Mr. Gordon M. Knight suggesting no award be given on these bids, but that consideration be given to taking bids from foreign firms--English Electric LTD. of England who has a branch in Canada, and also Swiss Electrical Manufacturers. He suggested that the park which will be created at the Power Plant's site be named "Winston Churchill Park", and that either the lake or dams be named in honor of former President Woodrow Wilson.

Mayor Palmer after being assured the prices would be firm, stated the Council would study these bids and evaluation and make a decision at the next Council Meeting.

Mayor Palmer announced it was 10:30 A.M. and the hearing on ordinances annexing portion of proposed COUNTRY AIR, proposed WEST GATE SQUARE, proposed SPRINGDALE HILLS, SECTION 3, proposed JAMESTOWN, SECTION 2, 0.77 of one acre of land out of the T. J. Chambers, Grant - unplatted land, and ADELE ADDITION and HOBBS ADDITION was opened. The City Manager explained the Adele Addition and Hobbs Addition was the area where one subdivider had asked for annexation, and it would surround unannexed areas. The owners that have been contacted are agreeable to annexation but not all of the property owners have been contacted yet. No one appeared to be heard. Councilman LaRue moved that the hearing be closed. The motion, seconded by Councilman Shanks, carried by the following vote:

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

Mayor Palmer brought up the following ordinance for its 1st reading:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN  
BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXA-  
TION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF  
(A) 2.01 ACRES OF LAND OUT OF THE JOHN APPLGAIIT SUR-  
VEY; (B) 2.24 ACRES OF LAND, MORE OR LESS, OUT OF THE  
JAMES TRAMMEL SURVEY NUMBER 4; (C) 11.58 ACRES OF LAND

OUT OF THE J. C. TANNEHILL LEAGUE; (D) 13.69 ACRES OF LAND OUT OF THE JAMES P. WALLACE SURVEY NUMBER 57; AND (E) 0.77 OF ONE ACRE OF LAND OUT OF THE T. J. CHAMBERS GRANT; ALL 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. (Country Air; West Gate Square; Springdale Hills, Section 3; Jamestown, Section 2; and unplatted land)

The ordinance was read the first time and Councilman LaRue 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 LaRue, Long, Shanks, White, Mayor Palmer  
Noes: None

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

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

Mayor Palmer brought up the following ordinance for its first 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 5.84 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THE J. C. TANNEHILL 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. (Adele Addition and Hobbs Addition)

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

Ayes: Councilmen LaRue, Shanks, Mayor Palmer  
Noes: Councilmen Long, White

The City Manager submitted the following:

"November 23, 1965

"The City Council  
City of Austin

"Re: Adoption of The 1965 National  
Electric Code



"HONORABLE MAYOR AND CITY COUNCIL:

"On September 29, 1965, the Electrical Board of the City of Austin unanimously passed a resolution recommending the incorporation of the 1965 National Electric Code into the City Electric Ordinance.

"It was the opinion of the Board that this action would allow the City of Austin to avail itself of latest authoritative pronouncements of the National Fire Protective Association and the American Standards Association on the subject of electrical safety, and would increase the efficiency of electrical construction and inspection by permitting local electricians and inspectors to learn from the experiences of others operating under this Code and to study official interpretations thereof.

"It is, of course, understood by the Board that the City Electric Ordinance prevails over the National Electric Code in case of conflict. (Section 9.7 of Electrical Ordinance).

"Pursuant to the above, the 1965 National Electric Code is herewith presented with the recommendation of the Electrical Board of the City of Austin that it be incorporated into the City Electrical Ordinance.

"Respectfully submitted,  
ELECTRICAL BOARD OF THE CITY OF AUSTIN  
BY: s/ Dexter C. Kinney  
Dexter C. Kinney, Chairman"

After explanation by the City Manager, Mayor Palmer introduced the following ordinance:

AN ORDINANCE AMENDING CHAPTER 9 OF THE AUSTIN CITY  
CODE OF 1954 SO AS TO ADOPT THE 1965 EDITION OF THE  
NATIONAL ELECTRICAL CODE IN LIEU OF THE 1962 EDITION;  
AND DECLARING AN EMERGENCY.

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

Ayes: Councilmen LaRue, Long, White, Mayor Palmer  
Noes: None  
Not in Council Room when roll was called: Councilman Shanks

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

Ayes: Councilmen LaRue, Long, White, Mayor Palmer  
Noes: None  
Not in Council Room when roll was called: Councilman Shanks

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

Ayes: Councilmen LaRue, Long, White, Mayor Palmer  
Noes: None  
Not in Council Room when roll was called: Councilman Shanks

The Mayor announced that the ordinance had been finally passed.

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, a certain easement was granted to the City of Austin for public utility purposes in, upon and across a part of Lots 2 and 2A, Dyess Heights, a subdivision of a portion of the James P. Wallace Survey Number 57 in the City of Austin, Travis County, Texas, according to a map or plat of said Dyess Heights of record in Book 5 at Page 79 of the Plat Records of Travis County, Texas; and,

WHEREAS, the owner of the above described property has requested the City Council of the City of Austin to release the hereinafter described easement; and,

WHEREAS, the City Council has determined that the hereinafter described easement is not now needed and will not be required in the future, Now, Therefore,

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

That the City Manager of the City of Austin be, and he is hereby authorized to execute a release of the following described public utility easement, to-wit:

Two (2) strips of land, each of the said two (2) strips of land being five (5.00) feet in width, and each being out of and a part of Dyess Heights, a subdivision of a portion of the James P. Wallace Survey Number 57 in the City of Austin, Travis County, Texas; the strip of land hereinafter described as Number One being out of and a part of Lot 2, said Dyess Heights, and the strip of land hereinafter described as Number Two being out of and a part of Lot 2A, each being more particularly described as follows:

Number One, being all of the south five (5.00) feet of said Lot 2, Dyess Heights.

Number Two, being all of the north five (5.00) feet of said Lot 2A, Dyess Heights.

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

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

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

That the City Manager be and he is hereby authorized and directed to

enter into a Pipe Line License, on behalf of the City of Austin, with Missouri Pacific Railroad Company for the installation of a 12-inch cast iron water pipe through 36-inch reinforced concrete casing, crossing under the Missouri Pacific Railroad Company's right of way and tracks at Mile Post 173 Pole 5, Pinecrest Drive, Austin, Texas, in accordance with its standard plan and specifications (as covered by Form 24002, Exhibit B to Form 20021, "Specifications for Pipe Lines Conveying Gas or Combustible Liquid") and also in accordance with the terms and provisions of a certain license exhibited to the City Council; and,

BE IT FURTHER RESOLVED:

That the City Clerk is hereby directed to file a copy of said license in the permanent records of her office without recordation in the Minutes of the City Council.

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

Ayes: Councilmen LaRue, Long, Shanks, White, Mayor Palmer

Noes: None

Copies of the provisions required by the L.C.R.A. for lowering the lake were sent to the Council for study. The City Manager stated these provisions are the same as had been imposed in the past in that the City reimburses the L.C.R.A. for loss of water and for the energy which could have been produced at the higher head in the lake; and provides water at City expense for their heating system. It costs the City from \$16,000 to \$20,000 for the lake to be lowered. Councilman Long noted the L.C.R.A. was asking the City to do certain things over a period of three months rather than just the time the water is down. The City Manager explained it takes that long to make up what the L.C.R.A. loses during that period. The Mayor read a letter from R. H. Biggs, 235 West 32nd Street, Houston, asking that the lowering of the lake be postponed for one week until the Holiday Season is over. He also read a letter from L.C.R.A. to Mr. Biggs explaining the timing of lowering the level was in line with construction work which will be taking place in the Colorado River, near Bay City, beginning around January 1, 1966. Councilman White moved that the City Manager be authorized to execute the agreement of the L.C.R.A. for lowering the lake beginning December 27th. The motion, seconded by Councilman LaRue, carried by the following vote:

Ayes: Councilmen LaRue, Long, Shanks, White, Mayor Palmer

Noes: None

Mr. Trueman O'Quinn representing the Creedmoor Maha Water Supply Corporation, stated he had prepared a draft of a contract following a form which the Government requires, and he inquired about the status of this contract. The City Manager reported the City Attorney, the Director of Water and Sewer Utilities and he had reviewed this draft and they had a number of changes to suggest in the contract which did not contain anything except arrangements for the sale of water. The City Manager asked the Council's wishes regarding the matter of subdivisions, and sale of water in areas which may incorporate into a separate city. He stated Mr. O'Quinn preferred these matters be included in another document other than in the water contract. Councilman Long wanted both of those provisions included in some kind of a contract, as they are definitely important. The Council informally agreed that these provisions are important and should be included in some way. The City Attorney made a report and recommended that the provisions be included

in the contract, as the fact that the people who are borrowing the money were taking steps to assure orderly, planned growth and development would be an inducement rather than a detriment to the lending of the money. These features protect the City as well as the area in which the investment is to be made. The Mayor stated the Council wants these areas protected--incorporation and regulation of subdivisions. The City Manager pointed out an option agreement that the City would have the opportunity to buy this district for the amount of the outstanding debt also should be included in the contract. The Mayor stated this was fine, and asked that Mr. O'Quinn, the City Attorney, and the City Manager bring in a document satisfactory to both parties for Council action.

The City Manager called attention to the fact again that there would be no garbage pickup Thursday, Thanksgiving.

The City Manager read an invitation from the Planning Commission to the Council to attend the Texas Conference on Environmental Crisis, Tuesday, November 23, at 4:00 P.M., Student Union Building.

The City Manager said bids were received for a swimming pool in Southwest Austin, and they came in extremely high. Only two bids were received where at least four were expected. He distributed a tabulation of the two bids received showing the low bid of \$288,908.90. The City Manager listed a number of things that worked against the bidding. In an effort to get the pool opened next summer, it was necessary to provide a completion date with a penalty and with no allowance for bad weather. That may have caused some bidders not to bid. This pool as bid, together with other facilities that will be needed, would cost over \$100,000 more than Bartholomew Swimming Pool. He compared the costs of Bartholomew Pool with the bids on this pool, Bartholomew costing \$194,141, and the combined bids on the one in Southwest Austin being \$288,908.90. With the extras added, Bartholomew cost \$233,400 and Southwest would be \$337,770. The Mayor acknowledged the telegram signed by Mr. John Coats stating he could save the City from \$100,000 to \$150,000 under present proposals on Southwest Swimming Pool. Mr. Coats stated he was meeting with the Director of Recreation, and he made the statement a pool as good or better than any Austin has could be built for a cost of \$150,000. Mr. Coats is a broker in the pool equipment business. He stated technology was available in the pool industry where they could do a good job with top skill of the industry and the pool could be completed by the end of May. Mayor Palmer stated in light of the tremendous cost, he would suggest that this matter be postponed. Councilman White moved that these bids be rejected and that further studies be made by the engineers and resubmitted as soon as possible. The motion, seconded by Councilman LaRue, carried by the following vote:

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

The engineers were asked to get with Mr. Coats and obtain as much information as possible. The City Manager called attention to Paragraph B-9 in the specifications, stating it did not call for a list of five installations of the same type but five installations of equal size.

The City Manager said plans had been made to construct a church on the south side of 12th Street between the Southern Pacific Railroad and Boggy Creek. (Lots 1 and 2, Section 2, Keystone Subdivision) Bids are about ready to be taken for the building. This particular site is right in the middle of the area which is proposed to be acquired as a part of the drainage clearance area and green belt along the creek if the ponding method is used. If the channel rectification method is used, the channel would be in the middle of this church building. The construction of the church in this particular location is directly in conflict with the Urban Renewal Plan, and the City Manager recommended that some of the Drainage Bond money be used to acquire this property. Councilman LaRue moved that the City Manager be authorized to negotiate for purchasing this property with these bond funds. The motion, seconded by Councilman Shanks, carried by the following vote:

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

The City Manager submitted the request of MR. ROD KENNEDY, Texas Sports Car Club, asking permission to use the Chamber of Commerce parking lot for a rally on Sunday, December 5th, from 12:30 to 5:30 P.M. The Chamber of Commerce and Manager of the Auditorium had cleared this request. Councilman Long moved that the request be granted. The motion, seconded by Councilman White, carried by the following vote:

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

The City Manager stated it was necessary to have Personnel Form P-4 on the new Corporation Court Judge, and the Clerk of the Corporation Court needs to know the authority and the salary. Councilman LaRue moved that the Council authorize the filing of a P-4 form for the Corporation Court Judge at \$10,000 annually. The motion, seconded by Councilman Shanks, carried by the following vote:

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

The City Attorney stated on the Gracy transaction, there were some title problems, and it was agreed to postpone the closing of the transaction for as long as a year, so that the Gracy's could get their problems worked out. They now would like for the City Manager to execute two letters describing two different tracts of land carrying forward all the provisions in which was previously agreed upon in waiving any possible claim of limitation. After discussion, Councilman LaRue moved that the City Manager be authorized to sign these two letters as discussed by the City Attorney. The motion, seconded by Councilman White, carried by the following vote:

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

The two letters authorized to be signed are as follows:

"Mr. and Mrs. Richard S. Gracy, Sr.  
Austin, Texas

November 23, 1965

"Dear Mr. and Mrs. Gracy:

"We acknowledge receipt of and accept your deed of even date herewith conveying 77.63 acres of land partly out of the John C. Brooke Survey and partly out of the William B. Harrison Survey in Travis County, Texas, reserving a vendor's lien to secure future payments or the reconveyance therein provided.

"This written memorandum is being given simultaneously with the delivery of the above-described deed which is part of the performance of our option contract dated July 27, 1964, and this confirms our agreement to carry forward all the applicable special conditions contained in the option agreement.

"The acceptance of the above-described deed by the City today evidences an acceptance by the City of the obligations contained therein to be performed by the City, and no act or omission on the part of yourselves, your heirs or assigns in suing upon, or otherwise perfecting, your rights to receive payment of the sums recited in such deed shall constitute any waiver of your right to demand and receive all unpaid sums with accrued interest, or the reconveyance of the property by the City as called for in the deed, irrespective of any provision of any statute of limitations.

"Yours very truly,  
CITY OF AUSTIN, TEXAS

By \_\_\_\_\_  
W. T. Williams, Jr.  
City Manager

"WTW:sc

cc: Sneed & Vine  
Attorneys at Law  
Page Building  
Austin, Texas"

"December 23, 1964

"Mr. and Mrs. Richard S. Gracy, Sr.  
Austin, Texas

"Dear Mr. and Mrs. Gracy:

"We acknowledge receipt of and accept your deed dated December 23, 1964 conveying 38.57 acres and 3.63 acres of land out of the John C. Brooke Survey in Travis County, Texas, reserving a vendor's lien to secure future payments or the reconveyance therein provided.

"This written memorandum is being given simultaneously with the delivery of the above-described deed which is part of the performance of our option contract dated July 27, 1964, and this confirms our agreement to carry forward, both as to conveyance made today, and with the conveyance yet to be made under our option agreement, all the applicable special conditions contained in the option agreement.

"The acceptance of the above-described deed by the City today evidences an acceptance by the City of the obligations contained therein to be performed by the City, and no act or omission on the part of yourselves, your heirs or assigns in suing upon, or otherwise perfecting, your rights to receive payment of the sums recited in such deed shall constitute any waiver of your right to

November 23, 1965

demand and receive all unpaid sums with accrued interest, or the reconveyance of the property by the City as called for in the deed, irrespective of any provision of any statute of limitations.

"Yours very truly,  
CITY OF AUSTIN, TEXAS

By W. T. Williams, Jr.  
City Manager

"WTW:sc

cc: Sneed & Vine  
Attorneys at Law  
Page Building  
Austin, Texas"

The City Manager reported that the following zoning applications had been referred to the Planning Commission for recommendation and had been set for public hearing at 10:00 A.M. on December 30, 1965:

J. F. FOSTER	6608 Grover Street 1201 Ruth Avenue	From "B" Residence To "C-1" Commercial
BEN H. ROBERTS & JAMES F. FATHEREE By C. T. Uselton	4401-4403 Merle Drive 1809-1813 Ben White Boulevard	From "LR" Local Retail & "O" Office To "GR" General Retail
IRVING DOCHEN By Joh Phillips	7911-7917 Burnet Road	From "GR" General Retail 6th Height & Area To "C-1" Commercial 6th Height & Area
M. B. VON ROEDER	Rear of 6000-6006 North Lamar Boulevard	From "A" Residence To "C" Commercial
JOHN V. FELTER	1020-1036 Clayton Lane	From "A" Residence 1st Height & Area To "B" Residence 2nd Height & Area
A. P. LELEUX	7800-7804 North Lamar Boulevard 800-810 Stobaugh Street	From "C-1" Commercial To "C-2" Commercial
W. A. ROSANKY By Charles R. Burton	1611 Webberville Road (Flat Address 1609-1613)	From "LR" Local Retail To "C-1" Commercial
IRINEO BANUELOS By Sam V. Quintanilla	1508 East 4th Street (Flat Address 1514 East 4th Street)	From "B" Residence 2nd Height & Area To "D" Industrial 2nd Height & Area
C. T. USELTON, Trustee	803 East 13th Street (Flat Address 807 East 13th Street)	From "B" Residence 2nd Height & Area To "C-2" Commercial 2nd Height & Area

ELIZABETH M. JOHNSON By Mattie C. Park	3305 Tom Green	From "A" Residence To "B" Residence
AUSTIN CREST VENTURES By Houghton Brownlee, Jr.	93 Congress Avenue	From "C-1" Commercial 4th Height & Area To "C-2" Commercial 4th Height & Area
A. S. DUNCAN & E.W. CULLERS, JR.	733-741 Shady Lane	From "A" Residence To "D" Industrial
FRANK SIFUENTEZ By Johnson, Jones & Sheppard	503-507 Montopolis Drive	From "A" Residence To "GR" General Retail
ERIC HOMANN	5103 Depew Avenue	From "A" Residence To "GR" General Retail
T & N.O. RAILROAD By Duplex Advertis- ing Company	Rear of 4310-4318 Inter- regional Highway Rear of 4305-4307 Clark- son Avenue	From "A" Residence 5th Height & Area To "GR" General Retail 5th Height & Area
SOPHIE WENDLANDT ESTATE, By Ted Wendlandt	1200-1204 East Avenue 708 East 12th Street	From "BB" Residence To "LR" Local Retail
M. A. NATIONS	406-412 East 32nd Street 3200 Duval Street	From "A" Residence 1st Height & Area To "B" Residence 2nd Height & Area
BOBBYE R. DELAFIELD	2206-2304 South 5th Street	From "A" Residence To "B" Residence
MRS. CHARLIE TOD ARMSTRONG, et al By M.B. Braswell	1205-1215 Baylor Street 1210-1212 Parkway	From "B" Residence 2nd Height & Area To "C-1" Commercial 2nd Height & Area and "C" Commercial 2nd Height & Area
AUSTIN CORPORATION By M.B. Braswell	3818-3824 Dry Creek	From "LR" Local Retail To "C-1" Commercial
C. T. USELTON, Trustee	1219 North Interregional Highway	From "B" Residence 2nd Height & Area To "C-2" Commercial 2nd Height and Area
MARVIN A. BERGSTROM	1905-1909 Waterston Street	From "A" Residence 1st Height & Area To "B" Residence 2nd Height & Area



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There being no further business Councilman LaRue moved that the Council adjourn. The motion, seconded by Councilman White, carried by the following vote:

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

The Council adjourned at 12:00 noon subject to the call of the Mayor.

APPROVED



Mayor

ATTEST:

  
City Clerk