

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

October 27, 1966  
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Palmer presiding.

Roll call:

Present: Councilmen LaRue, Long, White, Mayor Palmer

Absent: Councilman Shanks

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 ARTHUR RODE, Faith Lutheran Church.

Councilman Shanks absent as he was out of the City.

Councilman LaRue moved that MR. JOHN BODE, Director of the Montopolis Community Center, be heard. The motion was seconded by Councilman White. Roll call showed a unanimous vote.

MR. BODE discussed the accomplishments at this center. On November 2, 1966, an annual barbecue is scheduled honoring Congressman JAKE PICKLE and Mr. Bode extended an invitation to the Council to attend this barbecue from 7:00 P.M. until 9:00 P.M. Councilman LaRue noted this group raised their own money to buy this community center, pay all of the operating expenses, furnish a place for the community activities, and they are doing a wonderful job. Mayor Palmer thanked Mr. Bode and stated the Council would certainly try to be with them at this barbecue.

Councilman White moved that the Minutes of the Meeting of October 20, 1966, be approved. The motion, seconded by Councilman LaRue, carried by the following vote:

Ayes: Councilmen LaRue, Long, White, Mayor Palmer

Noes: None

Absent: Councilman Shanks

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 0.15 OF ONE ACRE OF LAND, SAME BEING OUT OF AND A PART OF TRACT 2-A, MRS. A. B. PAYTON SUBDIVISION, A SUBDIVISION OF A PORTION OF THE JAMES P. WALLACE SURVEY NO. 18 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. (McCann Addition)

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

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

The Mayor announced that the ordinance had been finally passed.

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 (A) 19.44 ACRES OF LAND OUT OF THE T. J. CHAMBERS GRANT; AND (B) 9.70 ACRES OF LAND OUT OF THE GEORGE W. DAVIS SURVEY; SAID PROPERTY BEING 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. (Northwest Hills, Mesa Oaks, Phase 3; unplatted land)

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

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

The Mayor announced that the ordinance had been finally passed.

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 1.08 ACRES OF LAND OUT OF AND A PART OF THE WILLIAM CANNON LEAGUE IN TRAVIS COUNTY, TEXAS; WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE

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PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN  
PARTICULARS STATED IN THE ORDINANCE. (Unplatted  
land)

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

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

The Mayor announced that the ordinance had been finally passed.

In regard to the second reading on the amendment to the Zoning Ordinance Text concerning sale of beer and wine, MR. AMOS HEROLD expressed opposition and read a statement entitled "Austin's Beer-Wine Problem". Mr. Herold was asked to report any violations of the liquor laws to the Liquor Control Board.

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

AN ORDINANCE AMENDING CHAPTER 39 OF THE AUSTIN CITY CODE OF 1954 AS FOLLOWS: DEFINING "GROCERY STORE"; ALLOWING THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION IN A GROCERY STORE; ALLOWING THE SALE OF BEER AND WINE FOR ON-PREMISE CONSUMPTION IN A RESTAURANT IN "GR" DISTRICT; ALLOWING THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION IN "C" DISTRICT; DELETING SECTION 7; DELETING REFERENCES TO "C-1" DISTRICTS FROM SECTION 3, SECTION 8, SECTION 18 AND SECTION 25; DELETING PARAGRAPH 51 OF SECTION 9; DELETING CERTAIN EXCEPTIONS PERTAINING TO THE SALE OF BEER AND WINE FROM SECTION 10; DELETING PARAGRAPH (h) OF SECTION 12; AMENDING THE USE DISTRICT MAP TO RE-DESIGNATE AREAS NOW DESIGNATED "C-1" TO "C" DISTRICTS; AND AMENDING SECTION 11 RELATING TO SIGNS; AND DECLARING AN EMERGENCY.

The ordinance was read the second time and Councilman White moved that the ordinance be 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  
Absent: Councilman Shanks

The Council greeted and welcomed a Journalism Class from the University of Texas.

The City Manager submitted the following:

"October 24, 1966

"To: Mr. W. T. Williams, Jr., City Manager      Subject: SALE OF HOUSES

"Bids were opened in my office October 24, 1966 at 10:00 A.M. for the sale of four (4) houses that Urban Renewal has turned over to us for disposal by demolition.

"Bids from twelve different individuals were received and a breakdown of the bidding is as follows:

BIDDERS	1404 "B" Cotton	1404 "C" Cotton	1195 Angelina	1422-24 Rosewood
D. Brown	----	----	\$72.50	----
J. Bradshaw	\$67.50	----	----	----
H. N. Sims	27.50	\$27.50	----	----
J. Roberts	57.50	----	----	----
G. Gillar	11.00	11.00	----	----
M.T. Powell	39.00	----	17.50	\$126.00
R. Ramiriz	46.00	----	43.00	----
J. H. Means	----	----	----	62.00
A. Heyer	67.00	20.00	<u>75.00</u>	<u>170.00</u>
B. Ross	35.50	41.50	32.50	61.00
W. Johnston	<u>70.00</u>	40.00	40.00	127.50
W. Williams	<u>61.00</u>	<u>61.00</u>	----	----

"The high bid on each house is underscored in red. Due to the fact that these structures are dilapidated and also the fact that it would cost this office several hundred dollars if we had to demolish them, it is recommended that these bids be accepted.

"If the bids are acceptable, the contracts will be forwarded to you for your signature, and should be returned to me for attestation and distribution.

"From: Dick T. Jordan, Building Official  
Signed Dick T. Jordan"

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on October 24, 1966, for the sale of four (4) houses that Urban Renewal has turned over to the City for disposal by demolition; and,

WHEREAS, the bids of W. Johnston, in the sum of \$70.00 for house located at 1404 "B"; of W. Williams, in the sum of \$61.00 for house located at 1404 "C"; and the bids of A. Heyer, in the sum of \$75.00 for house located at 1195 Angelina, and in the sum of \$170.00 for house located at 1422-1924 Rosewood, were the highest and best bids therefor, and the acceptance of such bids has been recommended by the Building Official 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 W. Johnston, W. Williams and A. Heyer, in the sums above enumerated, 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 parties.

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

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

Councilman LaRue moved that MR. LINDEN JONES be granted permission to withdraw the following zoning application:

LINDEN JONES	3107-3117 West Avenue	From "BB" Residence
	709-715 West 32nd Street	To "B" Residence
		NOT Recommended by the Planning Commission

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

The City Manager reviewed the request of KLRN to place a micro wave relay tower on the City reservoir tract on Spicewood Springs Road, reporting clearances had been obtained from the F.A.A., F.C.C., from the Electric Department, and the Airport Zoning Board. Arrangements have been worked out with KLRN, whereby the City would be given permission to use the tower for use of its facilities. Councilman Long inquired if a tower in a residential area would be compatible with the Master Plan. The Planning Director explained that it would be. The man who owned the property before the City purchased it for the reservoir is living on the property now. The surrounding area is undeveloped. Councilman White moved that the City Manager be authorized to execute a lease for micro wave relay facility site at Spicewood Springs Water Reservoir for KLRN. The motion, seconded by Councilman Long, carried by the following vote:

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

The City Manager stated a new processing facility needed meat inspection, and the processors want to make an arrangement with the City that the City will employ the inspector, and they would reimburse the amount to cover the salary plus fringe benefits of approximately \$8,090. The inspector would be an employee of the City. The ordinance would recognize the additional revenue and the appropriation of this revenue for an additional sanitarian in the Health Department. This operation will be in one of the Night Hawk Restaurants from midnight until 6:00 A.M., six days a week. After detailed discussion, Mayor Palmer introduced the following ordinance:

AN ORDINANCE AMENDING ORDINANCE NO. 660915-G TO  
APPROPRIATE FUNDS FOR ADDITIONAL SANITARIANS;  
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 LaRue, carried by the following vote:

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

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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 LaRue, carried by the following vote:

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

The ordinance was read the third time and Councilman Long 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  
Absent: Councilman Shanks

The Mayor announced that the ordinance had been finally passed.

Councilman White noted this was for state inspection only, and not federal inspection.

The Council had before it the following:

"LAW DEPARTMENT MEMO

"TO: W. T. Williams, Jr.  
City Manager

RE: I-T-E Circuit Breaker Co.  
Anti-Trust Suit.

"Attached is a copy of the report of our special counsel Mr. James W. Wilson, recommending settlement of the last of our anti-trust suits for \$10,000 and our pro rata share of \$5,000 of expenses.

"This settlement represents about 12.5% of our 1956-59 purchases from I-T-E, and is considerably above what we expected to receive from this manufacturer. If this settlement is accepted it will dispose of all our cases.

"We concur in the recommendation of counsel that this settlement be effected, and wish to commend them.

"s/ Doren R. Eskew  
Doren R. Eskew  
City Attorney

"DATE: October 26, 1966"

"October 20, 1966

"Mr. Doren R. Eskew  
City Attorney  
Municipal Building  
124 West Eighth Street  
Austin, Texas

"Re: Electrical Equipment Antitrust

"Dear Doren:

"We have now concluded a settlement with I-T-E Circuit Breaker Company which we recommend. This is the last of the City's electrical equipment anti-trust claims.

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"The I-T-E settlement is a lump sum settlement with all of our clients which includes \$10,000 for Austin and \$5,000 toward the expenses incurred by all our clients in the cases which were transferred from here to Chicago and St. Louis.

"You may recall that the purchase figures we submitted previously included only \$280 for I-T-E, but we had between \$80,000 and \$100,000 in I-T-E insulator purchases which we were unable to identify as to manufacturer at that time. This \$10,000 is in settlement of this claim.

"The paper work is somewhat more complicated than on previous settlements. I will not need a copy of the resolution, but I will need to have the attached "Exhibit C" certificate executed by the City Secretary. The resolution or motion should of course cover all the items in the certificate. In addition, I will need the "Exhibit D" covenant not to sue executed. A copy of the basic agreement is also enclosed.

"This settlement will conclude the electrical equipment antitrust equipment litigation for the City and this should be the last time the question will come before the City Council. Almost five years have elapsed since we were retained to prosecute these claims, but even so, the task has been completed in much less time than was anticipated at the time this mammoth project was undertaken. Although some are dissatisfied with the amount of the recovery, the approximately \$875,000 recovered for the City is certainly respectable, particularly in view of the fact that the City was only required to advance less than \$13,000 in expenses.

"Mr. Sher and I have appreciated very much this opportunity to serve the City, and we have been particularly grateful for the cooperation and assistance we have received not only from the City Council, but from the City Manager, the City Attorney and the many city employees on whom it has been necessary for us to call for assistance.

"Sincerely,  
s/ James W. Wilson  
James W. Wilson"

"October 14, 1966

"Robert E. Sher, Esquire  
Sher and Harris  
888 17th Street  
Washington, D. C. 20006

James W. Wilson, Esquire  
McGinnis, Lochridge, Kilgore, Hunter &  
Wilson  
1030 Brown Building  
Austin, Texas 78761

"Re: I-T-E Circuit Breaker Company --  
Settlement of All Electrical Antitrust Claims  
and Cases by Clients of Messrs. Sher and Wilson

"Gentlemen:

"This will confirm the agreement to compromise, settle and dismiss all of the electrical equipment antitrust claims of your clients against I-T-E Circuit Breaker Company ("I-T-E"). Your clients and the cases pending in various United States District Courts are listed on the attached Exhibits A and B.

"I-T-E agrees with you as agents for your clients as aforesaid:

"(1) I-T-E will pay to James W. Wilson, Esquire, as agent for the City of Austin, Texas, the City of Bryan, Texas, the City of Garland, Texas, and Brazos Electric Power Cooperative, Inc., the sum of \$65,000 within forty-five (45) days following your confirmation of this agreement by endorsement at the foot of this letter but not earlier than five (5) days following receipt by I-T-E of the certificates to be provided pursuant to paragraph 2 below.

"(2) Within thirty (30) days from the confirmation of this agreement, you will deliver to counsel for I-T-E certificates in the form attached hereto as Exhibit C, duly executed by the City of Austin, Texas, the City of Bryan, Texas, the City of Garland, Texas, and Brazos Electric Power Cooperative, Inc.

"(3) Simultaneously with the receipt by Mr. Wilson of the payment to be made by I-T-E, you will deliver to I-T-E covenants not to sue, in the form attached hereto as Exhibit D, duly executed by the City of Austin, Texas, the City of Bryan, Texas, the City of Garland, Texas, and Brazos Electric Power Cooperative, Inc.

"(4) Within thirty (30) days from the receipt by Mr. Wilson of the payment to be made by I-T-E, you will move to dismiss I-T-E as a defendant in each pending action brought by your clients.

"(5) I-T-E does not admit or concede that it has engaged in any illegal or wrongful activity, that it has any liability to your clients, or that your clients have sustained any damage by reason of any of the acts complained of in the cases brought by your clients.

"(6) The aggregate amount to be paid hereunder by I-T-E is a lump sum disposition of all of the aforesaid claims of your clients against I-T-E. Nothing contained herein shall be deemed to be an approval or adoption by your clients of the manner in which I-T-E arrived at the amount to be paid hereunder, or as an approval or adoption by I-T-E of the formulas used by you and your clients in distributing such amount. Mr. Wilson shall have the sole responsibility with respect to the distribution of the amount to be paid to him, and I-T-E shall have no responsibility or obligation with respect thereto.

"(7) Neither this agreement nor the covenant attached hereto as Exhibit D, nor any other instrument executed by any of the parties hereto as part of this transaction shall be construed as a release, and each of your clients reserves the right to proceed against or sue any person, firm or corporation except to the extent set forth in this agreement and the documents which are exhibits hereto.

"(8) Neither you nor your clients shall disclose the terms of this settlement to any person other than those to whom it is necessary in the consummation of this agreement.

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"(9) You represent that you are authorized by each of your clients to settle its claims and to dismiss its actions against I-T-E. I-T-E has relied upon this representation in entering into this agreement.

"Very truly yours,  
I-T-E CIRCUIT BREAKER COMPANY  
By: /s/ Franklyn S. Judson  
Franklyn S. Judson, Secretary

"The agreement set forth above is confirmed.

/s/ Robert E. Sher  
Robert E. Sher  
Dated: October 18, 1966

/s/ James W. Wilson  
James W. Wilson  
Dated: October 19, 1966

As Attorneys and Agents for the  
Clients Listed on Exhibit A"

"EXHIBIT A

Brazos Electric Power Cooperative, Inc.  
Bailey County Electric Cooperative Association  
Bowie-Cass Electric Cooperative, Inc.  
Cap Rock Electric Cooperative, Inc.  
Cherokee County Electric Cooperative Association  
Cooke County Electric Cooperative Association  
Deaf Smith County Electric Cooperative, Inc.  
DeWitt County Electric Cooperative, Inc.  
Dickens County Electric Cooperative, Inc.  
Fayette Electric Cooperative  
Guadalupe Valley Electric Cooperative, Inc.  
Karnes Electric Cooperative, Inc.  
Lower Colorado River Electric Cooperative, Inc.  
Medina Electric Cooperative, Inc.  
Midwest Electric Cooperative, Inc.  
Navarro County Electric Cooperative, Inc.  
Nueces Electric Cooperative, Inc.  
Pedernales Electric Cooperative, Inc.  
San Bernard Electric Cooperative, Inc.  
San Patricio Electric Cooperative, Inc.  
South Plains Electric Cooperative, Inc.  
Swisher County Electric Cooperative, Inc.  
Tri-County Electric Cooperative, Inc.

Lower Colorado River Authority

City of Garland, Texas  
City of Bryan, Texas  
City of Austin, Texas

## "EXHIBIT B

"NORTHERN DISTRICT OF ILLINOIS - (CHICAGO)

66 C 40  
66 C 280  
66 C 35  
66 C 36

"EASTERN DISTRICT OF MISSOURI - (ST. LOUIS)

66 C 43  
66 C 19  
66 C 20

"NORTHERN DISTRICT OF CALIFORNIA - (SAN FRANCISCO)

44713

## "EXHIBIT C

## CERTIFICATE

"The undersigned \_\_\_\_\_  
(name and title of certifying officer)  
of \_\_\_\_\_ ("this Customer"), one of the customers  
(name of customer)  
referred to as "clients" in the letter agreement dated October \_\_\_\_\_, 1966,  
between clients of Robert E. Sher, Esquire and James W. Wilson, Esquire, and  
I-T-E CIRCUIT BREAKER COMPANY ("I-T-E"), (the "Agreement"), hereby certifies  
that each of the following acts by the person named has been duly authorized  
by the board of directors, city council or other governing body of this Customer  
as the act of the Customer:

"1. The execution and delivery of the Agreement on behalf of this Customer by Messrs. Sher and Wilson;

"2. The execution by \_\_\_\_\_  
(name and title of officer signing covenant)  
of this Customer, of the covenant not to sue in the form annexed to the Agreement;

"3. The delivery of such covenant by Messrs. Sher and Wilson acting under the Agreement on behalf of this Customer as provided in the Agreement; and

"4. The receipt on behalf of this Customer by Mr. Wilson acting under the Agreement of the sum payable by I-T-E Circuit Breaker Company under the Agreement. It is understood that the sum so received is being received for the account of all Customers and will be distributed in accordance with our understanding with Messrs. Sher and Wilson and that I-T-E will not be responsible for the distribution thereof.

"Dated: \_\_\_\_\_"

## "EXHIBIT D

## COVENANT NOT TO SUE

"WITNESSETH, that for and in consideration of the promises and payments of I-T-E CIRCUIT BREAKER COMPANY (such corporation and its subsidiaries and affiliated companies, employees, agents and successors and assigns are herein-after separately and collectively referred to as "I-T-E") as set forth in a letter agreement dated October 14, 1966, between I-T-E and Robert E. Sher, Esquire and James W. Wilson, Esquire, as agents for CITY OF AUSTIN, TEXAS (Hereinafter referred to as "Customer"), Customer hereby covenants and agrees for itself, its subsidiaries, affiliates, agents and successors and assigns, that they will forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding, at law or otherwise, and from pressing, collecting or otherwise proceeding against I-T-E upon any claims, controversies, actions, causes of action, obligations or liabilities of any nature whatsoever, whether or not presently known, which Customer or any of its subsidiaries, affiliates or agents ever had, now has, or hereafter can, shall or may have or allege based upon allegations of fraud, collusion, conspiracy or false claims which have been, are or might be asserted under the Clayton Act or otherwise, with respect to or in connection with purchases of the following products made or contracted for or by Customer, its subsidiaries, affiliated companies or agents at any time prior to December 31, 1961:

Large oil and air circuit breakers,  
Power switchgear assemblies,  
Low voltage power circuit breakers,  
Insulators,  
Open fuse cutouts and accessories,  
Power switching equipment,  
Isolated phase bus and structures,  
Navy and marine switchgear,  
Low voltage distribution equipment,

as those products, or any of them, were defined in the indictments returned in Criminal Action Numbers 20235, 20399, 20236, 20238, 20240, 20348, 20349, 20350, and 20400 in the United States District Court for the Eastern District of Pennsylvania or in the complaint (s) filed in Civil Action Number(s) 1240, 1243, 1245, 1246, 1259 and 1262, in the United States District Court for the Western District of Texas.

"Customer further covenants and agrees for itself, its subsidiaries, affiliates, agents and successors and assigns, that they will forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding at law or otherwise, and from pressing, collecting or otherwise proceeding against any other person, firm or corporation upon any claims, controversies, actions, causes of action, obligations or liabilities of any nature whatsoever, whether or not presently known, which Customer or any of its subsidiaries, affiliates or agents ever had, now has, or hereafter can, shall, or may have or allege based upon allegations of fraud, collusion, conspiracy or false claims which have been, are or might be asserted under the Clayton Act or otherwise, with respect to or in connection with purchases made or contracted for at any time prior to December 31, 1961, by Customer, its subsidiaries, affiliates, or agents of any of the aforementioned products which were manufactured or sold by I-T-E.

"This document shall not be construed as a release. Customer reserves the right to proceed against any person, firm or corporation, except to the extent set forth above.

"IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this \_\_\_\_\_ day of October, 1966

"CITY OF AUSTIN, TEXAS

"ATTEST:

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

By: \_\_\_\_\_  
City Manager "

The Council had before it consideration of acceptance of electrical anti-trust settlement of I-T-E Circuit Breaker Company. Councilman Long inquired if the \$10,000 was clear to the City. The City Attorney stated the Legal Counsel would be paid out of this amount. He explained all the expenses were prorated among several co-plaintiffs according to the amount of each plaintiff's claim. The City will receive the proportion of the \$5,000 in ratio to its claim. Councilman White inquired what the net amount the City would receive out of the \$10,000 would be. The City Attorney stated \$7,750. The Mayor announced that \$875,000 will have been recovered by the City and this settlement was recommended by the Legal Counsel, and by the City Manager. Councilman LaRue stated he would like to ponder Mr. Wilson's remarks to the effect that \$875,000 had been recovered by the City and called attention to the fact that some are not presupposed to look upon this as a very equitable amount; and that he also pointed out this was considerably more than had been received in some of the other settlements. Had this amount been received from all of the other companies it would have been considerably more than \$875,000. Mayor Palmer said many, many items were brought out and they were all varying items--some were "shelf items" and very highly competitive items; and some were very special, manufactured items. It was pointed out in the very early stages that it would not be the same percentage all the way through on every item. The Mayor said there was a recommendation from the Counsel recommending this settlement. Councilman White moved that the Council accept the electrical anti trust settlement on I-T-E Circuit Breaker Company. The motion, seconded by Councilman LaRue, carried by the following vote:

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

Councilman White noted this wound up the whole case. The City Attorney stated this concluded the anti trust equipment litigation.

Councilman Long stated MR. AL BRIENT discussed with all members of the Council the property north of Fiesta Gardens which the City had made it known to the owners in the area of Salina, Concho and Chicon that their property was to be purchased and the City had already purchased quite a bit of property. The people were told their houses were to be purchased and now the City is telling them it does not have any money to buy the property. She wanted to clarify this for those people. Mr. Brient has interest in about 34 houses which he had sold on contract of sale. The City Manager reported there was a strip between Chalmers and Chicon beginning at the sand beach reserve running north for several hundred feet that the City is in the process of acquiring. Mr. Brient's unimproved property already has been acquired. The houses north of this are in the plan for

acquisition under a contract with the Schools whereby the City would make available to the Schools the north half of a City owned tract; and in exchange of that the Schools would pay for the cost of this land being referred to. About ten houses on the south end need to be acquired. Councilman Long asked for the addresses of the property to be purchased. The City Attorney said on the basis of a statement in the minutes he had suggested that further purchases not be made until it was clarified what property was supposed to be acquired. The minutes of September 15th indicated that they were not to make any more purchases. Councilman Long referred to a \$70,000 item out of Recreation Funds which was not to be spent. The City Manager stated that was not the same property. Councilman Long discussed a road purchase, stating funds for that should be taken from some other department. The City Manager explained any land purchased in that area, from which any part would be used for a road, had been purchased from street funds rather than from park funds, and that park money is not spent for streets. He pointed out that City money would not be used for the land between Chalmers and Chicon, as the Schools will reimburse the City for those funds; in fact they had already advanced \$108,000. The City Attorney said he would have prepared by next Thursday a map showing precisely what properties had been acquired and those that are anticipated to be acquired if the Council wants them purchased. The City Manager reported they were in the process of preparing an open space application for Federal participation for any other land purchased in the area, and the Schools would get credit for land being acquired for them.

Councilman Long inquired about the street emulsion program, and asked about Avenue B from 38th to 39th. She asked that this be given some study and suggested that this street be included in the next paving program.

The City Manager called attention to the list of Boards and Commissions which was sent out with the Agenda, and noted the Solicitation Board has three members whose terms expire November 5th. Mayor Palmer stated the Council would go into Executive Meeting and make these appointments before next week. Councilman Long suggested that no appointments to any Board expiring right away be made until Councilman Shanks returned next week.

Councilman LaRue moved that MR. FRED G. WELLS, Vice President of Southwest Optimist Club of Austin be granted permission to use the southeast corner of Bouldin Avenue and Barton Springs Road (directly across from Stelfox Body Works) to sell Christmas Trees during December. The motion, seconded by Councilman White, carried by the following vote:

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

The City Attorney reported a request from Mr. Charles Simpson for leasing City property on the west side of Airport Boulevard (one of the locations designated by the Fire Marshal as a place for Christmas Trees to be brought for burning) for selling Christmas Trees, and using it in such a way as not to interfere with their disposal. He offered to pay \$80.00 during December. Councilman Long was not in favor of leasing City property for a month as it would take more paper work than the amount received would justify. After discussion, Councilman Long moved that the request be denied. The motion, seconded by Councilman LaRue, carried by the following vote:

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

The City Manager said that last week the City Attorney discussed a land trade with the Greater Austin Investment Corporation for additional right of way needed for Pershing Drive. Councilman Long noting this property's being in the airport area, stated it probably should not ever be zoned commercial, and she would not want to trade and sell the remainder of the tract. Her suggestion was that the Council go ahead and purchase the property at the market value. Councilman LaRue stated last week he had inquired if the City could protect itself in such future trades as this and it was indicated it could not; and it would seem if the City took this move, it would show other individuals the City did not intend to acquiesce to requests as were made last week. Councilman LaRue stated if they were willing to trade on a square foot basis, this could be discussed; but if they still want to make such a trade plus the option to buy, he very definitely did not think the Council should do it. The City Attorney stated if the trade alone were made, the land left would be unusable. Councilman Long moved to reject the offer of Greater Austin Investment Corporation, and that the City Manager be authorized to acquire the entire lot area. (Lot 11, Block A, Manor Road Addition) The motion, seconded by Councilman LaRue, carried by the following vote:

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

The City Manager reported copies of ordinances regarding parade permits were sent to the Council Members with the Agenda. Councilman LaRue suggested this be put on the Agenda next week. Councilman White moved that the Council set a hearing on the Parade Ordinance for November 3, 1966 at 3:00 P.M. The motion, seconded by Councilman LaRue, carried by the following vote:

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

The Council welcomed MRS. GEORGE FRANCISCO.

MAYOR PALMER stated several Arab students at the University of Texas would like to honor the City Council, Sunday, November 6th, at 6:30 P.M. at a banquet in the Junior Ball Room at the University of Texas. Invitations will be sent later.

MAYOR PALMER read a letter from MRS. MADELYN GIRVIN regarding a speeding problem in University Hills on Mira Loma Lane. Councilman Long said this area could be patrolled and tickets given, and the speeding would stop. Chief Miles reported this had been called to his attention some two weeks ago, and he had sent Lieutenants and Sergeants out to check personally on this complaint, and radar has been set up.

MAYOR PALMER read a letter from the Lions Club stating they were pleased with the realization of the fountain project on Town Lake and expressed appreciation to the Mayor and City Council for its keen interest and participation in this effort. They commended MR. BEVERLY SHEFFIELD and his staff; and the Electric Department for their full support and the significant role they had in this installation. The Mayor asked that a formal resolution thanking the Lions Club for this wonderful gift of these fountains be brought in. Councilman LaRue moved that such a resolution be prepared. The motion, seconded by Councilman White, carried by the following vote:

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

MAYOR PALMER read a letter from British Information Service, New York, expressing appreciation for the hospitality extended the group and for the Mayor's meeting them at the Airport; and complimenting Austin as a splendid City.

The Mayor read a letter from the Commander, William Marchesi, Bergstrom, who is being transferred from Austin, thanking the Council, City Officials, and Chamber of Commerce for the wonderful support rendered the 340th Bombardment Wing. He said the outstanding relationship between Austin and Bergstrom is a direct reflection of the efforts of Austin and the surrounding communities to make the Air Force feel welcome.

MAYOR PALMER read a letter from FIESTA GARDENS, stating it had completed its first season of operation; and planting together with a number of improvements in expansion, is under way. They want to outline the plans with the Council informally for the future development of Fiesta Gardens, and invited the Council to be their guest for a luncheon meeting at 12:00 noon, in the dining room at Fiesta Gardens. Councilman Long suggested that this luncheon be held at 12:30 P.M., Thursday, November 3rd. The Council informally agreed.

MAYOR PALMER read a note from MRS. CLAUDE HILL, United Nations Chairman, expressing appreciation for the Council's thoughtfulness to her while she was in the hospital.

The Mayor read a letter from an unidentified citizen referring to the situation on St. Johns and Interregional Highway, having to do with a radar enforcement.

MAYOR PALMER read a letter from MAYOR HENRIETTA JACOBSON, West Lake Hills, regarding beautifying Red Bud Trail, and asking if the City would be willing to designate someone to explore with them a three-way cooperative effort to make the entire length of Red Bud Trail from Lake Austin Boulevard to Bee Caves Road a Scenic Drive. The County Commissioners had assured their cooperation. Councilman Long moved that this letter be referred to the Parks and Recreation Department. The motion, seconded by Councilman LaRue, carried by the following vote:

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

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 1, 1966:

MARGARET HOLMES By Joe F. Burke	2717 Rio Grande Street 613-615 West 28th Street	From "B" Residence 2nd Height & Area To "LR" Local Retail 2nd Height & Area
TOM MOSES ATTAL By Sneed and Vine	6701-6761 Airport Blvd. 400-445 Pampa Drive	From "C" Commercial 1st Height & Area To "C" Commercial 2nd Height & Area
LUCIAN DEAN By E. H. Smartt	5201-5203 Airport Blvd. 804-808 East 2nd Street	From "C" Commercial To "C-2" Commercial
TOM GUEDEA	500-502 West Elizabeth	From "A" Residence To "C-2" Commercial
"A" REALTY, INC. By Sneed and Vine	Tract 1 1902-1926 Barton Springs Road	From "C" Commercial To "C-1" Commercial
	Tract 2 Rear of 1902-1926 Barton Springs Road	From "A" Residence To "C" Commercial
ANDREW L. KIVLIN and SYLVION KIVLIN	2101-2107 West 7th Street 613-615 Upson Street 612-614 Atlanta Street	From "A" Residence 1st Height & Area To "B" Residence 2nd Height & Area
MRS. ALMA MEINSCHER By A. S. Duncan	1514-1516 West 5th Street 501-503 West Lynn Street	From "B" Residence 2nd Height & Area To "C" Commercial 2nd Height & Area
MRS. O. L. ALBRIGHT By Ed Horne	1312-1404 South Lamar Boulevard	From "A" Residence To "C" Commercial
ODAS JUNG	Tract 1 704-710 Ben White Blvd. Rear of 705-711 Banister Lane	From "A" Residence 1st Height & Area To "C-1" Commercial 5th Height & Area
	Tract 2 705-809 Banister Lane 704-808 Ben White Blvd.	From "A" Residence 1st Height & Area To "GR" General Retail 5th Height & Area
LINDEN JONES, SR. By Conway Taylor	3107-3117 West Avenue 709-715 West 32nd Street 3106-3116 King Lane	From "BB" Residence 1st Height & Area To "B" Residence 2nd Height & Area

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M. B. PATTERSON  
By Sterling Sasser,  
Sr.

707 West 7th Street

From "O" Office 2nd  
Height & Area  
To "GR" General Retail  
2nd Height & Area

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, White, Mayor Palmer  
Noes: None  
Absent: Councilman Shanks

The Council adjourned at 1:30 P.M. subject to the call of the Mayor.

APPROVED

*Lucas E. Palmer*  
\_\_\_\_\_  
Mayor

ATTEST:

*Clara Mosley*  
\_\_\_\_\_  
City Clerk