

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

January 24, 1963
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Palmer presiding.

Roll call:

Present: Councilmen Armstrong, Shanks, White, Mayor Palmer

Absent: Councilman Perry

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

Invocation was delivered by REV. CHARLES A. SUMNERS, St. David's Episcopal Church.

Councilman Perry absent, as he was out of the City.

MR. ROGAN GILES appeared before the Council stating the Assistant City Attorney, Mr. Dudley Fowler, and he had discussed his tract of land on Riverside Drive and Town Lake, on which he had requested approval for an apartment project on a 300' strip to the west of the drainage ditch from Bouldin Creek. He said the Minutes were worded in that it was not clear as to what was intended, and he asked that the Council clarify the motion. The question was whether the motion applied to the 300' strip or the entire tract. The most crucial item was the matter of a sewer easement for the sanitary sewer outfall. He stated he had agreed to give an overflow easement, the same as had been requested, at 435' on the 300' strip of ground. Mr. Giles asked the Council to clarify whether or not it intended the motion to apply only to the 300' or to the entire tract of ground. Councilman White stated his motion was to cover this 300' tract where the apartments were going to be built, and nothing else; as that was all he had thought about and that was discussed. Councilman White stated the street would be widened later on, and it would be taken care of when the time came. Councilman Armstrong discussed briefly the widening and straightening of Riverside Drive. Mr. Giles said the tract was ready now, and he would be willing to satisfy every requirement on the 300' tract, but he objected to taking the entire right-of-way on his side without the taking of any off the other side, and that there had not been any agreement, nor any specific discussion on price or who was going to pay or donate. The City Manager said one of the reasons the street needed to be widened is that development on the north side of the street is anticipated, and

the particular use can be done only by special permit. This type of use generates considerable traffic, and the special permit provision provides in granting such a permit the Council would be sure that the surrounding streets, and the streets serving the property in front and beyond are adequate to serve it. It was his thought that the right-of-way requirements to the east were just as essential as the right-of-way in front of the property; and since it is owned or leased by the same people, now was the time to clear it up. MR. GILES said he did not want all of the right-of-way taken from his property with none coming off the south side; that he had not seen any field notes--just a proposed right-of-way; that a specific request had not been made for the right-of-way nor a discussion of price. The Assistant City Attorney stated they had discussed it. Mr. Giles said his entire project was being held up, although everything required had been completed--the sewer easement had been executed, and there had been no question at all about this easement which had taken quite a bit of his property; that he had done exactly what he had been asked to do. Councilman White said he had made the motion and he made it for the 300', and he would move that Mr. Giles be granted permission to go ahead on this street and then take care of this when the time comes. He noted Mr. Giles had said he would work with the City, and that he should not be held up on this. Mayor PALMER asked about the requirements as to the flood plain. Mr. Giles stated he would give 435' overflow easement and build at 445'. The Assistant City Attorney stated on the easements, Mr. Giles was in complete agreement, and the easement was in conformity with the standard sanitary sewer easement policy. On the overflow easement, the remainder of Mr. Giles' property is the only tract on the Town Lake upon which the City had not acquired from the property owner an overflow easement. He said this was the only one remaining, and it was a matter that could be taken care of. Mr. Giles stated the overflow easement of 435' that had been requested, would be taken care of. The Assistant City Attorney stated that easement did not include the balance of the property to the east. Councilman Armstrong asked Mr. Giles if his property would be enhanced with a good street outlet, and Mr. Giles answered that it would depend on how much was taken from his property. Councilman Armstrong stated the City was looking to the future, and this probably should have been in a package and settled at one time, as the City has to have access to and from concentrated areas; and if a big apartment house were located there, the people would have to have ways out to go to Bergstrom and other places. Mr. Giles said he had always cooperated with the City but he did not feel that in order to get along, he would have to do everything that someone proposed the first time around. Councilman Shanks stated at the time the motion was made it was brought about by the piece of property that Mr. Giles was talking about, and it was not enlarged at any time. He said the Council talked about a particular piece of property, and now it is being enlarged into something else. Councilman Shanks stated although he was sympathetic with the City's standpoint, Mr. Giles should not be a victim of mistakes of not bringing up the whole tract at that time. The City Manager stated this was a special permit for a specific use which requires that consideration be made as to whether the streets that serve the area are adequate. If there is no concern about the street to the east, the indication would be it does not have to be increased. After more discussion, Councilman White moved that Mr. Giles be granted a permit to build the apartments on the plot of ground that is in question where it does not have to be widened, and Mr. Giles further agrees to give all the necessary easements; build up to 435' for flood and everything that is required to be done there on the 300'. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Shanks, White, Mayor Palmer

Noes: Councilman Armstrong

Absent: Councilman Perry

Councilman Armstrong made the following statement concerning his vote:

"I am in favor of it, but I wanted it complete in a package. I want to honor the City Manager's forward look on this thing that we are going to have to have the right-of-way sooner or later, and this was the opinion included in the previous motion in the Minutes."

The Mayor stated this was one street the City Manager had been anxious to get widened and straightened out; and the part where the tunnel had to be constructed has been completed. The City Manager said the street widening had been held up to resolve the question of the right-of-way.

The Council set 4:00 P.M. as a time to discuss the study it had made on the television signal distribution systems.

Councilman White moved that the Minutes of the Meeting of January 17, 1963, be approved with correction noted by Councilman Armstrong. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman Perry

Consideration of Ordinance amending Sections 11.67, 11.68, 11.69 and 11.73 of Article VII, Chapter 11 of the Austin City Code, was deferred.

Mayor Palmer introduced the following ordinance:

AN ORDINANCE ORDERING A CHANGE IN USE AND CHANGING THE USE MAPS ACCOMPANYING CHAPTER 39 OF THE AUSTIN CITY CODE OF 1954 AS FOLLOWS: LOTS 4-6 GYPSY GROVE ADDITION, FROM "C" COMMERCIAL DISTRICT TO "C-1" COMMERCIAL DISTRICT; SAID PROPERTY BEING LOCATED IN THE CITY OF 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 Shanks moved that the ordinance be passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Shanks, White, Mayor Palmer
Noes: Councilman Armstrong
Absent: Councilman Perry

Councilman Armstrong 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 an Agreement, on behalf of the City of Austin, with Southern Pacific Company for the installation of one 30-inch water line, same to be laid for the full width of Railroad's property, in accordance with its standard plan and specifications (as shown on Standard Drawing 1741, dated April 20, 1953, revised July 24, 1961), and also in accordance with the terms and provisions of a certain agreement exhibited to the City Council; and,

BE IT FURTHER RESOLVED:

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

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

The City Manager submitted the following:

"January 22, 1963

"W. T. Williams, Jr., City Manager Assessment Paving Contract No. 63-A-1

"Following is a tabulation of bids received at 10:00 A.M., Tuesday, January 22, 1963 for the construction of approximately fifty-one (51) blocks of pavement and accessories known as Assessment Paving Contract Number 63-A-1, consisting of 12 units.

"Lee Maners	\$159,387.67
Werneburg Construction Company	160,175.97
Giesen & Latson Construction Company	161,470.95
J. W. Steelman, Inc.	162,440.00
R. B. Bowden Construction	171,730.65
"City's Estimate	\$161,671.30

"I recommend that Lee Maners with his low bid of \$159,387.67 be awarded the contract for this project.

"S. Reuben Rountree, Jr.
Director of Public Works"

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on January 22, 1963, for the construction of approximately fifty-one (51) blocks of pavement and

accessories known as Assessment Paving Contract Number 63-A-1, consisting of 12 units; and,

WHEREAS, the bid of Lee Maners, in the sum of \$159,387.67, was the lowest bid therefor, and the acceptance of such bid has been recommended by the Director of Public Works, 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 Lee Maners, in the sum of \$159,387.67, 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 a contract, on behalf of the City, with Lee Maners.

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

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman Perry

Councilman Armstrong asked for information as to how many streets are now paved and how many are still unpaved.

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 20.97 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THE THOMAS ELDRIDGE SURVEY, 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.
(Reicher Drive Area)

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

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman Perry

The Mayor announced that the ordinance had been finally passed.

The Council had under consideration the awarding of contracts for various equipment for the Airport Golf Course automatic sprinkler system. MR. WALLIS CHAMPION representing Goldthwaites Company, pointed out his Company was low bidder by \$11,684.21, and was not being awarded the contract as it did not bid on aqua dial, although he checked and was told he could bid his items, which he said were

equal to brand names submitted. After the equipment was checked, and some complaints made, Mr. Champion reported a discussion with officials in the Recreation Department, an Engineer in the Water Department, and the Architect, and it was indicated to him his sprinkler was equal and did meet specifications. The City Manager described the specifications drawn for this particular sprinkling system, pertaining to the nozzles, the gears, and the devices that would prevent small objects from stopping the sprinkler, and said it was the thought of the departments, after tests were made, that the equipment Mr. Champion was submitting did not meet the specifications. He described the tests and the manner in which the equipment did not meet the specifications. He discussed also the screens on the equipment. MR. JERRY ROSSITER stated the equipment had been in service for years and discussed its service and said the company stood behind its product. The equipment of both companies that bid was examined by the Council. The Director of Recreation said before they made their recommendation, Mr. Prowse went to other cities to check on this equipment. Mr. Howard, the Architect, stated it was their feeling that the aqua dial equipment would do the job better, and the specifications were so written. MR. ROSSITER inquired about the \$11,000 difference and asked if Mr. Howard believed their sprinklers were not equal to the others. Mr. Howard said so far as meeting the specifications, he did not believe the sprinklers met them as they were written. The Superintendent of the Water and Sewer Department discussed the open gears, stating open gears would be in trouble more of the time. After lengthy and detailed technical discussion, the Mayor asked, since both sprinklers had been checked out very carefully, if it were the recommendation that the contract be awarded to the Aqua Dial people. The City Manager said for the City's purpose, the departments preferred the Aqua Dial equipment, although they were not pleased with the price quoted. He asked that the matter be held up. Representatives of the aqua-dial equipment were present. The Mayor announced that action would be deferred at this time, but a decision would be made at the earliest possible date. No action was taken on awarding contracts for other equipment in the sprinkling system.

The City Manager had a copy of a letter from the Director of Electric Utilities to MR. G. E. SCHMITT, Lower Colorado River Authority, regarding the lake. Mr. Kinney is requesting in the letter that the lake be lowered 12' beginning February 18th and starting back up on March 18th.

The Mayor asked that this be made a news item and publicity be given regarding the dates the lake would be lowered.

The City Manager stated the Director of Planning had suggested a joint meeting with the Council and Planning Commission to discuss the Austin Development Plan and other matters. The Mayor asked that a check be made with the Commission as to an agreeable date, and the Council would try to meet that time.

The City Manager stated in connection with the development of the Missouri Pacific Boulevard, it was proposed that the Boulevard be extended across the river and across land west of Barton Creek to a point where it would intersect the West Loop. The property through this part is controlled by the Bradfields, and Mr. Tom Bradfield is interested in discussing with the Council the matter of moving forward on the right-of-way location, so that when the grade separation is designed there will be a roadway. The Mayor suggested that the City Manager get together with the Bradfields first and discuss just exactly what is involved, and then bring it before the Council for decision.

The City Manager stated the Director of Public Works had some items to bring before the Council. The Director of Public Works stated there was a request from the property owner to develop an alleyway which the City says is not an alley. It is located between 6th and 7th Streets just east of Red River. The property owner (Mr. Lasky) wanted the City to grade and maintain this area which dead-ends at the building. The Director of Public Works read from a will in which this area was left to the City, but he said the area was never accepted; and since 1949 it has been exempt from taxation. The Director of Public Works recommended that this strip not be accepted, and that the City quitclaim whatever interest it had. The City Manager recommended vacating the area to clear title. The Director of Public Works stated he would submit the field notes to the City Attorney.

The City Manager stated the City National Bank had a special design of a sidewalk which it wanted to install on Congress Avenue. The Director of Public Works stated he told the contractor the City, when it makes cuts in the sidewalks, should not be held responsible for putting these pre-cut slabs back--that it would do its normal repair work, but the Bank would be responsible for putting the slabs in. He read from a letter from Mr. Burns in which Mr. Burns stated it was their understanding that in case of repair of this walk the City would repair only that part of the concrete slab it dug or broke, and that the precast parts would be replaced at the expense of the City National Bank during its lease. The Mayor suggested that these slabs be of hard material and safe for people to walk on. The Assistant City Attorney asked if the Council wanted to require the City National Bank to assume any liability for any condition that would be less safe than the standard sidewalk. The City Manager suggested that provisions be set up to make the City National Bank responsible to see that these joints are safe and that the slab texture is not slick, etc. The Mayor suggested as long as the bank meets the discussed requirements, that they be granted the permission. Councilman Shanks moved that the requested permission be granted. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman Perry

The City Manager brought up for consideration a plan for the development of a section of Barton Skyway West (Lightsey Road). The Director of Public Works stated the question was whether or not to build two 20' lanes or drives from one point to another for about 700 feet. The curb would be some three feet above the curb across the street. The question came up in line with Council approval of an esplanade in Teakwood, and its asking that future esplanades be approved by the Council before construction began. The Director of Public Works stated it was his recommendation that the roadway be 44' all the way through as shown on the plat being displayed. There would be a 2.6' slope--the north curb would be 2.6' below the south curb for about 700'. He stated this would not be objectionable, and listed other streets with slopes. He stated if the street were ever widened, it would be widened toward the center, and then the question of grade would arise, and it would be necessary to rip-rap in some way. He said the City would need a guarantee that this esplanade would be maintained by someone other than the City, and he recommended that the street be continued as a 44' street all the way

through even though there was a 2.6' difference in elevation. His recommendation was to eliminate the esplanade. He stated MR. JOE GILBRETH was ready to proceed with his utility construction, and this matter would have to be decided upon before approval of the utility contract and the construction of the street. The City Manager explained the problems of the driveways, and stated there was some question about the FHA requirements. He stated this type of construction which involves four curbs instead of two is more expensive than the proposed type; and in all probability, a little grading off the top of the hill would more than compensate for the additional cost of construction. MR. JOE GILBRETH stated FHA was out of the picture. He said the maintenance of this esplanade would present a problem to them as they could not maintain it, and the street construction made no difference to him. The Mayor stated the Council then would follow the recommendation of the Director of Public Works. The Director of Planning pointed out some problems regarding this street as a secondary thoroughfare running through from Fredericksburg Road to the Interregional. After discussion, the Mayor stated the Council would approve the recommendation of the Director of Public Works, and asked Mr. Gilbreth to talk with the Planning Director also. The Council decided to go look at this property and recessed until 4:30 P.M.

RECESSED MEETING

4:30 P.M.

At 4:30 P.M. the Council resumed its business.

MRS. JOHN BARROW, representing the Travis County Democratic Women's Committee read a statement regarding more available TV in Austin, and stating sufficient discussion had not been made available through the news media; that an additional TV viewing would be available to the people without charge. The letter stated that it seemed reasonable to assume that free TV would be preferable, but due to the aforesaid circumstances it is impossible for the City Council to be aware of the pulse of the people on this issue.

The Mayor reviewed the status of the television signal distribution matter, stating there was such an overwhelming demonstration at the public hearing that the people wanted additional TV viewing; and based on the information from that public hearing and on advice that the Council had been able to study and find out from both professional and legal aspects, it felt that it might come up with something that would meet the requirement of the people of Austin and assure them the best possible viewing of television at the most reasonable cost. He said the Council had stated it wanted to be sure as far as the City was concerned that its requirements be spelled out as far as insurance and various other things were concerned. He stated the Council had a broad policy which it would like to go over and discuss, and asked the City Attorney to distribute the copies.

MR. TRUEMAN O'QUINN in reply to statement read by Mrs. Barrow, stated one of the incorporators of Independent Cable Television Company, MR. DICK BROWN, works for the American Statesman and is an officer of the newspaper. Mr. O'Quinn said he wanted to make it clear that the American Statesman has no stock in his company and has no interest in it whatever, and the stockholders' names had already been disclosed to the Council, and the American Statesman as a corporation or newspaper has no interest in his company.

Mayor Palmer stated the interest and concern of the Council is to try to provide and to obtain the best possible television viewing at the most reasonable price, and that it had gone carefully over the proposals which were submitted in detail, and it was trying to come up with a broad policy which it thought would insure the people of Austin a television viewing that would encompass all channels. He asked the City Manager to read the policy. He read the proposed policy in full.

MR. GAYNOR KENDALL, representing VUMORE, asked what was the Council's action on the proposals made--if this were a rejection of them. The Mayor stated the Council tried to study each of these proposals; and what is included in this Resolution is included in nearly every proposal, except Vumore's, which asked for exclusive rights. Mr. Kendall asked if the City has adopted a policy of approving any and all applicants that will comply with this recommendation. The City Attorney explained the Council had tried to establish a policy with which it would be willing to contract with interested parties; but it is now in the process of discussing what action it should take on adopting the policies covered in the documents distributed. The discussion the Council is now having could not be construed as a rejection or acceptance of anything. MR. O'QUINN discussed various sections of the policy--Paragraphs 6, 10, and particularly Paragraph 20 concerning the rates' being subject to the Council's regulating; and this was one way of declaring the company to be a public utility. He stated these companies were not public utilities. He asked if the Council proposed that they should become a public utility after three years. The City Attorney stated the Council was not intending to declare or not to declare the companies as public utilities, but the intent of the Council was to enter into a contract with those willing to contract on that basis; and those not willing to contract on that basis, the Council was not declaring a policy; that this is a contractual policy. Mr. O'Quinn explained their proposal to pay 3% gross receipts, or a minimum of \$10,000, while Paragraph 18 of the policy required only 2% gross receipts. He said his company was proposing 50% more. He asked if the proposals they made on January 3 were out, and if the companies should start all over, or if the Council still had the proposals under consideration. The City Attorney explained the charge on gross receipts tax, and the maximum charge set for television service.

MR. FRANK DENIUS, representing Capital Cable Company, stated his company recognized the Council had no authority to grant an exclusive monopoly to any one. He said he had looked over the requirements, and CAPITAL CABLE COMPANY was ready to meet the requirements, and they understood they were contractual. He stated his proposal did not have the provision for \$1.00 per month per extension for more than one television set, but that charge was fair and reasonable. He said right now his proposal was ready and they were ready to put the service in to the people in accordance with their original proposal. The Mayor discussed the \$1.00 charge as being in line with the Telephone Company's charge for extensions in the homes. Mr. Denius stated if there was any provision their proposal did not meet, they would change it so that it would, and they were ready to get started as soon as they could.

MR. O'QUINN asked if the Council adopted the resolution, what would be the next move. The Mayor stated the next move would be for applicants to file an application with the City Manager, who along with the Council would study them; and if they met these requirements, the City was ready to enter into a

contract. Mr. O'Quinn asked then about the bidding on January 3rd. The City Attorney said there was no bidding. The Council received proposals and it was known ahead of time that this was not a bidding. Councilman Shanks said he made a motion that proposals be accepted that the Council could use as a guide or that it could accept or reject. MRS. JOHN BARROW asked about Paragraph 12 pertaining to the underground cables. The City Manager stated there were two possibilities; the companies could use the telephone cables if there were open space, or they could provide their own conduits. He explained why the electric underground system was not available. Mrs. Barrow inquired about the effect on the people if the company should become insolvent, and it was stated there was no connection fee nor deposit permitted. The City Manager said there was a prepayment of three months' service charge in order to require the service, or extend the main as much as 100'. The City Attorney stated there have been several inquiries as to whether or not it is too late to file applications, and the policy under discussion does not fix any time limit. Councilman Shanks said he was of the opinion it is open to anyone. Mr. O'Quinn, after a brief recess so that he could study the provisions, stated there were a number of matters his company wanted to comply with, but it did need to consult with some of the other applicants and other people that had more technical knowledge than they, and he asked the Council to give them a week to study this before it adopted the resolution. The Mayor stated the resolution could be adopted today; and if there were any major corrections or changes they could be considered next week. The City Attorney said this is a declaration of policy, and the policy could be changed when there was justification to change it. It is a statement of the bases upon which the Council had considered the matter and upon which it was now willing to contract. Councilman Shanks stated the policy is flexible, and it was within the discretion of the Council to prescribe the policies, and he moved that the Resolution be adopted. Councilman White stated the Council had put in a lot of time on this, day and night, and all had come to a conclusion and were pretty well together on it. Councilman Shanks then offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, after public hearings the City Council has found that there exists a public demand for increased use of televised communications which can be satisfied by a cable type television signal distribution system, without interfering with other essential public services being rendered; and,

WHEREAS, the City Council has found it to be in the public interest to establish a policy under which cable type television signal distribution service may be rendered; Now, Therefore,

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

That the following policy shall be established with respect to the rendition of cable type television signal distribution service pursuant to contracts negotiated by the City Manager with qualified applicants who meet at least the following requirements, expressed here in general terms, but which shall be more particularly prescribed in contracts hereafter specifically authorized to be executed:

1. Authority will only be granted for the rendition of a City-wide cable type television signal distribution service for the distribution of free television programs (to-wit: programs for which no charge other than the authorized

service fees may be charged.)

2. The distributor must have the capability to distribute television signals on not less than eight (8) VHF channels.

3. The distributor must have the capability to distribute all UHF and VHF telecasts originating in Travis County and telecasts originating in Station KLRN-TV, and shall distribute such telecasts as a part of its regular service unless such distributor is requested by any such telecaster not to distribute such telecasts.

4. Distributor must have the capability and must continuously distribute a satisfactory weather information service. The distributor must also have the capability and must distribute television signals requested by Civil Defense and Disaster Authorities - on all channels.

5. The distributor shall be entitled to distribute any audio, video, or radio signals, provided no charge therefor is made except the monthly service charge prescribed in said contract. However, the distributor shall file with his application his proposed methods for protecting local merchants from dilution of advertising.

6. In order to provide adequate civil defense and disaster service information; to prevent the distribution of defamatory, obscene, and other programs which, for any reason, may be actionable, the distributor must have the capability, equipment, facilities, and personnel to immediately interrupt signals being distributed on any one channel or on all channels at once, and to transmit another program or signal in the place of the signal or program interrupted.

7. The grant to any distributor shall not be exclusive, but the City shall have the right to make a similar grant to any other distributor.

8. The distributor shall at all times maintain a sufficiently competent staff to adequately service all of the equipment which it furnishes, during all hours of telecast distribution.

9. The distributor shall distribute television signals at all hours of telecasting signals which the distributor is equipped to receive.

10. The contract shall be for a term of twenty (20) years but shall be automatically terminated if the installation of the system and the distribution of television signals as prescribed herein has not been commenced within twelve (12) months after the authority is granted by the City to do so. The authority may likewise be terminated unless diligence is exercised in expanding the system after initial commencement.

11. The distributor must indemnify the City against all liability of every character connected with the conduct of the distributor's business and must waive any claim for damages against the City.

12. No overhead construction of television cables will be permitted in areas where electric and telephone service is required to be underground, and the distributor may not use City's underground electric conduit.

13. The distributor must serve customers without discrimination or preference within uniform rules and regulations applicable to the class of service requested, and shall extend its service mains 100 feet or less to serve persons who request it and make three months advance service payment.

14. The distributor must assume all responsibility for obtaining all rights-of-way, easements, or permission to use any property other than the property of the City. The contract will provide for the use of such City property as will not interfere with the City's use or the public's use to the extent that the City may lawfully permit the use of such property.

15. The distributor shall furnish insurance coverage satisfactory to the City with limits not less than \$300,000/\$500,000/\$100,000.

16. Before making or removing any installation, the distributor must apply for a specific permit, except in cases of actual emergency.

17. The distributor shall pay the City a pole rental of \$3.00 per pole per year or fraction thereof. The payment shall be made in advance with the total amount of such rental being estimated, and at the end of each contract year the actual pole rental for that contract year shall be adjusted, and payment or reimbursements shall be made.

18. The distributor shall pay to the City a sum equal to 2% of the gross amount of money received by it from the operation of all facets of its business.

19. With respect to equipment requiring a continuous and relatively invariable use of electricity the City shall have the option of charging the distributor a flat rate of 2¢ per KWH for the electricity consumed per month based on estimated total usage of such equipment instead of metering electricity to each such piece of equipment; provided that such rates may be adjusted upward or downward whenever electric rates are changed by proper authority.

20. The distributor may prescribe a residential rate during the first three years of the contract not to exceed \$4.95 per month per connection to any individual dwelling unit but may not require an installation charge or connection fee not prescribed herein. Extensions to more than one television set in the same dwelling unit may not exceed \$1.00 per set, per month. Rates for service other than to private dwelling units shall be established by the distributor. After the third contract year all rates shall be subject to adjustment by the City Council so as to yield the distributor a fair return on the fair value of its investment.

21. All Contracts shall contain any other provision deemed by the City Manager and the City Council to be necessary in protecting the best interests of the public and the City.

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

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer

Noes: None

Absent: Councilman Perry

MR. O'QUINN asked about getting permission to use the poles. The City

Manager replied if there were one space on the pole for one cable, there is space to put a bracket that could contain more than one cable.

MR. FRANKLIN DENIUS filed the following letter:

"January 24, 1963

"Honorable Mayor & Members
of City Council
Austin, Texas

"Gentlemen:

"As Attorney for Capital Cable Company I am authorized to respectfully submit an application for a Cable Television Service contract under the policy adopted by the City Council this date.

"We respectfully believe that the proposal of Capital Cable Company on file meets the requirements you have established.

"We further respectfully ask the Council to consider and grant our request.

"Respectfully,
s/ Frank Denius
1020 Brown Bldg.
Austin, Tex.
Attorney for Capital Cable Company"

He stated he had a statement from an insurance company that it was prepared to issue a comprehensive liability policy as required by the City. The Mayor announced this application would be accepted and filed with the City Clerk.

The City Manager submitted the following letter from TRACOR, INC.;

"24 January 1963

"The Honorable Lester Palmer
Mayor of The City of Austin
Austin, Texas

"Dear Sir:

"TRACOR, Inc. respectfully requests the City of Austin take whatever action necessary to amend the Austin Master Plan so that the below described land area will have a land use designation of manufacturing and related uses. The land area is currently designated as rural or suburban residential.

"The land is that twenty (20) acres outside and bordering on the city limits just east of the Tuberculosis Sanitarium. I have enclosed a map to further

identify this land.

"TRACOR is requesting this change in order that we may initially construct a 15,000 square feet fully air-conditioned manufacturing facility on the tract. Our immediate use for this building and land will be for the manufacture of electronic instruments. Future use will be for such manufacturing and industrial uses as might arise in the normal course of our business. We have chosen this location because of its proximity to our main office at 17th and Guadalupe Streets, its access to sewage lines and other utilities, its access to a major traffic artery and its remoteness to residential areas.

"I will appreciate your favorable consideration of this request and will be pleased to provide any additional information you might require.

"Sincerely yours,
s/ Frank W. McBee, Jr.
Business Manager"

Councilman White moved that this application to amend the Master Plan be referred to the Planning Commission. The motion, seconded by Councilman Shanks, carried by the following vote:

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer
Noes: None
Absent: Councilman Perry

The Assistant City Manager submitted two reminders of meetings:

- (1) 7:00 P.M., February 14, the 10th Regional Texas Municipal League Meeting in the Rathskeller.
- (2) 8:00 A.M., January 28th, the first Legislative breakfast to be held at the Commodore Perry Hotel by the Executive Committee of the Municipal League. A presentation, outlined by the League's legal staff, reviewing all bills in the Legislature that affect the cities in general will be made. The Mayor asked that the Council extend an invitation to each one of the members of the Travis County delegation.

The Assistant City Manager stated there was a long list of matters on which special meetings would be necessary. The City Manager reported that MR. SCHAEFFER, Missouri Pacific Railroad Company, would be in Austin next week. The Mayor stated as soon as this meeting is scheduled with him, these other matters could be set. The City Manager stated there were several work sessions to go over the MO-PAC Boulevard generally.

The Mayor stated if this applicant drafts a contract and is ready to move out before next Thursday, a special meeting could be called to go over that.

The Council received notice from the City Manager that the following zoning applications had been received and referred to the Planning Commission, and set for public hearing before the Council on February 28, 1963:

SIMMONS MOTOR COMPANY	1205 Baylor Street (Rear of)	From "B" Residence 2nd Height and Area To "C" Commercial 2nd Height and Area
KELLY DeBUSK, Owner; AUSTIN B. DAMEWOOD, Pur- chaser; by Harrison Wilson Pearson	2003 Lake Austin Blvd.	From "A" Residence To "O" Office
DOYLE CHAPMAN	7305-7313 Lamar Blvd.	From "A" Residence To "B" Residence
JOE DACY	1001-1011 West Lynn 1510-1514 West 10th St.	From "C" Commercial To "C-1" Commercial
NORTHTOWN COMPANY, LAWSON RIDGEWAY By Donald C. Moreau	7944-8106 Burnet Road	From Interim "A" Residence 1st Height & Area To Tract 1: "B" Residence Tract 2: "C" Commercial
LAURA OPPELL By Dusty Rhodes	3002-3004 South Congress Avenue	From "C" Commercial 2nd Height & Area To "C-1" Commercial 2nd Height & Area
CITY OF AUSTIN, Owner By HUGO LEIPZIGER- PEARCE, Purchaser	3902-3908 George Avenue 1701-1703 West 39½ Street	From "A" Residence 1st Height & Area To "B" Residence 2nd Height & Area
MRS. C. A. SCHUTZE By Marvin B. Braswell	1901-1903 Red River	From "C" Commercial 2nd Height & Area To "C-1" Commercial 2nd Height & Area
MRS. J. D. BROWN	1911 Eva Street 106-110 West Johanna	From "A" Residence To "B" Residence
CHESTER L. WHELESS CLINT SMALL, JR.	Tract 1 3401-3411 Wade Street 3216 Warren Street 3412 Scenic Drive Tract 2 3414-3428 Scenic Drive 3201-3221 West 35th St. 3413-3425 Wade Street	From "A" Residence 1st Height & Area To "B" Residence 3rd Height & Area From "A" Residence To "B" Residence

H. M. HARDY	5710-5800 Manor Road	From "A" Residence To "O" Office
HELEN C. LOCKHART & HELEN R. HALL	313-323 East 11th St. 1010-1018 Trinity	From "C" Commercial 2nd Height & Area To "C" Commercial 4th Height & Area
OTHELLO R. A. CRAWFORD ET AL, By Robert C. Sneed	4501-4525 Bennett Ave. 1012-1028 East 45th St. 919-927 East 46th St.	From "A" Residence 1st Height & Area To "B" Residence 2nd Height & Area
DAVID B. BARROW	3515-3715 South Inter- regional Highway	From Interim "A" Residence 1st Height & Area To "C" Commercial 1st Height & Area

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

Ayes: Councilmen Armstrong, Shanks, White, Mayor Palmer
Noes: None

The Council adjourned at 5:50 P.M. subject to the call of the Mayor.

APPROVED

Lucius E. Palmer
Mayor

ATTEST:

Elise Massey
City Clerk