

## MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

October 12, 1961

10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Palmer presiding.

## Roll call:

Present: Councilmen Armstrong, Perry, 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 REV. WM. T. GRIBBLE, University Christian Church.

The Mayor paid honor to and congratulated MR. ALBERT DAVIS who had been with the City 40 years, noting he had seen the City grow and had been right in on the heart of the growth. The Mayor gave a bibliographical sketch of Mr. Davis' life and period of time he had been with the City being right at the center of its great expansion. The Mayor asked everyone in the Council Room to stand in recognition of Mr. Davis. Mr. Davis expressed appreciation, and stated during his first year with the City, the total consumption of water was 1,872,000,000 gallons; and a few years ago there was one month that had water consumption of 1,700,000,000 gallons. When he started to work, Austin had 7,113 water customers; today it has 53,000.

The Council welcomed and greeted one of the new members of the Junior League, MRS. ADA McELHENNY.

Councilman White moved that the Minutes of the Meeting of October 5, 1961, be approved. The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer

Noes: None

MISS SEIDERS made inquiry about the paving of EAST 45 $\frac{1}{2}$  STREET between Caswell and Red River, questioning the width. The Director of Public Works

gave a report on the paving, stating it had been set up on a 25' basis, as there were a number of large pecan and other trees in the right-of-way and the property owners had asked that these not be destroyed by widening the street to 30'. Miss Seiders and others had petitioned for paving; but they would not be interested in paving on a 25' width as it would be difficult to get out of their driveways if the street were 25' wide and had curbs and gutters. The Director of Public Works stated this was not a cross-town street, and it was only two blocks long. The Mayor stated the Council would make a personal inspection of this area. Later in the afternoon meeting, after the Council had made an inspection of the street, it brought the matter up again for discussion. Mayor Palmer asked Councilman Armstrong to check with Miss Seiders to see if she would go along with the 25' paving, as the extra five feet would be so insignificant from a traffic standpoint, but would be less expensive in cost; and that a 25' street would serve this residential area as well as a 30' street.

MR. RUDY CISNEROS congratulated the Council and the Director of Public Works on letting the contract on the Lyons Road work, stating it was amazing how fast the City had worked on this situation since it was brought to the City's attention last October, and it was amazing how the members of the Council did not play politics in waiting until the next election to start this. The Mayor said the Director of Public Works had met with Mr. Cisneros and others and explained the work that was being done and the problems present. There had been many items of easements and other things that had delayed the project, but this will be one step of progress. COUNCILMAN PERRY stated it was Mr. Cisneros that introduced him to the problem of drainage on the east side, especially in Govalle, and he expressed appreciation to Mr. Cisneros for the concern he had for the welfare of his people in bringing this to his attention and to the attention of the other members of the Council, all of whom appreciate the active interest of the citizens.

Mayor Palmer introduced the following ordinance:

AN ORDINANCE APPROVING AND ADOPTING THE WRITTEN STATEMENT AND REPORT OF THE DIRECTOR OF PUBLIC WORKS, SHOWING THE ESTIMATES OF THE TOTAL COSTS OF ALL THE IMPROVEMENTS, THE ESTIMATES OF THE COSTS PER FRONT FOOT PROPOSED TO BE ASSESSED AGAINST THE ABUTTING PROPERTY, AND THE REAL AND TRUE OWNERS THEREOF, AND THE ESTIMATES OF VARIOUS OTHER COSTS FOR THE IMPROVING OF PORTIONS OF SUNDRY STREETS IN THE CITY OF AUSTIN, TEXAS, WITHIN THE LIMITS HEREINBELOW DESCRIBED, AND OF OTHER MATTERS RELATING THERETO; DETERMINING AND FIXING THE PORTION OF SAID COSTS AND THE RATE THEREOF PROPOSED TO BE ASSESSED AGAINST AND PAID BY THE ABUTTING PROPERTY, AND THE REAL AND TRUE OWNERS THEREOF; DETERMINING THE NECESSITY OF LEVYING AN ASSESSMENT AGAINST SAID ABUTTING PROPERTY, AND THE REAL AND TRUE OWNERS THEREOF FOR THE PORTION OF SAID COSTS APPORTIONED TO THEM; ORDERING AND SETTING A HEARING AT 10:30 O'CLOCK A.M. ON THE 2ND DAY OF NOVEMBER, 1961, IN THE COUNCIL CHAMBER OF THE CITY HALL OF AUSTIN, TEXAS, AS THE TIME AND PLACE FOR THE HEARING OF THE REAL AND TRUE OWNERS OF SAID ABUTTING PROPERTY AND ALL OTHERS

INTERESTED IN SAID ABUTTING PROPERTY OR IN ANY OF THE PROCEEDINGS AND CONTRACT CONCERNING SAID ASSESSMENTS, PROCEEDINGS AND IMPROVEMENTS; DIRECTING THE CITY MANAGER OF THE CITY OF AUSTIN, TEXAS, TO GIVE NOTICE OF SAID HEARING AS REQUIRED BY THE LAWS OF THE STATE OF TEXAS AND THE CHARTER OF THE CITY OF AUSTIN; DECLARING AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE. (Algarita Avenue and sundry other streets)

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

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

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

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

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

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

The Mayor announced that the ordinance had been finally passed.

The Mayor announced that the Council would meet on MONDAY, OCTOBER 23, 1961, instead of Thursday October 26th.

Councilman Perry moved that THANKSGIVING DAY be observed on NOVEMBER 23, 1961, and the Council meeting be set for Wednesday November 22nd. The motion, seconded by Councilman Armstrong, carried by the following vote:

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

Councilman White introduced the following ordinance and moved that it be published in accordance with Article 1, Section 6 of the Charter of the City of Austin:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 4.07 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THE GEORGE W. DAVIS SURVEY NO. 15, 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.

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

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

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

Councilman White introduced the following ordinance and moved that it be published in accordance with Article 1, Section 6 of the Charter of the City of Austin:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 24.74 ACRES OF LAND, MORE OR LESS, SAME BEING OUT OF AND A PART OF THE T. J. CHAMBERS GRANT 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.

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

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

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

Councilman White introduced the following ordinance and moved that it be published in accordance with Article 1, Section 6 of the Charter of the City of Austin:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 36.4 ACRES OF LAND, MORE OR LESS, SAME BEING OUT OF AND A PART OF THE ISAAC DECKER 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.

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

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

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

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, a certain easement, for public utility purposes, was granted the City of Austin, in, upon and across the south five (5.00) feet of Lot 10, Block 14, Crestview Addition being a subdivision of a portion of the George W. Spear Survey in the City of Austin, Travis County, Texas, a map or plat of said Crestview Addition being of record in Book 4 at page 335a of the Plat Records of Travis County, Texas; and,

WHEREAS, the owners of the above described property have requested the City Council of the City of Austin to release such easement for public utility purposes; and,

WHEREAS, the City Council has determined that said easement in, upon and across the above described property 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 W. T. Williams, Jr., City Manager, be and he is hereby authorized to execute a release of the following described easement for public utility purposes, to-wit:

All of the south five (5.00) feet of Lot 10, Block 14, Crestview Addition, said Crestview Addition being a subdivision of a portion of the George W. Spear Survey in the City of Austin, Travis County, Texas, according to a map or plat of said Crestview Addition of record in Book 4 at page 335a of the Plat Records of Travis County, Texas.

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

The Council deferred action on vacating a portion of FREDERICK AVENUE west from South Congress Avenue, and a portion of JONES AVENUE in Brinwood Section 2, at the request of the Planning Director.

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

AN ORDINANCE VACATING AND PERPETUALLY CLOSING TO PUBLIC TRAVEL 945 SQUARE FEET OF LAND, SAME BEING OUT OF AND A

PART OF WEST 34TH STREET, A STREET IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, RETAINING AN EASEMENT FIVE (5) FEET IN WIDTH FOR PUBLIC UTILITY PURPOSES; AND SUSPENDING THE RULE REQUIRING THE READING OF AN ORDINANCE ON THREE SEPARATE DAYS.

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

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

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

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

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

The Mayor announced that the ordinance had been finally passed.

Councilman Armstrong offered the following resolution and moved its adoption:

(RESOLUTION)

A RESOLUTION APPROVING THE AGREEMENT DATED BETWEEN THE STATE OF TEXAS AND THE CITY OF AUSTIN, FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION AND MAINTENANCE OF A HIGHWAY ILLUMINATION PROJECT FROM A POINT 1341 FEET SOUTH OF OLTORF STREET TO THE SOUTH CITY LIMITS ON INTERSTATE HIGHWAY 35, IN THE CITY OF AUSTIN; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

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

SECTION 1. That the certain agreement dated October 12, 1961 between the State of Texas and the City of Austin for the installation, construction, existence, use, operation and maintenance of certain highway illumination located from a point 1341 feet south of Oltorf Street to the South City Limits on Interstate Highway 35 in the City of Austin be, and the same is, hereby approved; and that W. T. Williams, Jr., City Manager, is hereby authorized to execute said agreement on behalf of the City of Austin and to transmit the same to the State of Texas for appropriate action.

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

Mayor Palmer introduced the following ordinance:

AN ORDINANCE AMENDING ORDINANCE NO. 591029D PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, ON OCTOBER 29, 1959, PRESCRIBING RATES AND CHARGES FOR LOCAL EXCHANGE TELEPHONE SERVICE FURNISHED BY SOUTHWESTERN BELL TELEPHONE COMPANY IN THE CITY OF AUSTIN, TEXAS.

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 Armstrong, Shanks, White, Mayor Palmer  
Noes: Councilman Perry

The Council asked that MR. BROWN provide a schedule of the number of four-party lines as of today in comparison to the date they were permitted; also a schedule showing progress of deletion of two-party lines. Councilman Armstrong stated out of the 382 four-party lines in existence now, he had received only three letters from persons interested in them.

The City Manager submitted the following:

"October 10, 1961

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

Contract Number 61-D-22

"Following is a tabulation of the bids received at 10:00 A.M., Tuesday, October 10, 1961, for the excavation of an Open Channel in Webberville Road Easement from Boggy Creek to Govalle Avenue - Contract Number 61-D-22.

"R. L. Robinson	\$5,360.00
Ed H. Page	6,030.00
Fox Construction Company	6,164.00
Texas Bridge Company, Inc.	6,700.00
Larson - Pugh, Inc.	7,370.00
Joe Badgett Construction Company, Inc.	8,308.00
Walter W. Schmidt	8,710.00
Giesen & Latson Construction Company	9,112.00
Lee Maners	9,380.00
"City's Estimate	\$8,040.00

"I recommend that R. L. Robinson with his low bid of \$5,360.00 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 Council of the City of Austin

on October 10, 1961, for the excavation of an Open Channel in Webberville Road Easement from Boggy Creek to Govalle Avenue - Contract Number 61-D-22; and,

WHEREAS, the bid of R. L. Robinson in the sum of \$5,360.00, was the lowest and best 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 R. L. Robinson, in the sum of \$5,360.00 be and the same is hereby accepted, and 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 R. L. Robinson.

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

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

The City Manager submitted the following:

"October 10, 1961

"W. T. Williams, Jr., City Manager                      Contract Number 61-D-24

"Following is a tabulation of the bids received at 10:00 A.M., Tuesday, October 10, 1961, for the construction of three reinforced concrete culverts on Helen Street, Bennett Avenue, and Lyons Road and excavation of an open drainage channel in 55th Street Easement - Contract Number 61-D-24.

"Acme Bridge Company, Inc.	\$27,599.43
Texas Bridge Company, Inc.	29,959.15
Larson-Pugh, Inc.	32,330.40
J. C. Truehart	34,378.60
Ed H. Page	34,440.40
Werneberger Construction Company	36,024.34
Joe Badgett Construction Company, Inc.	37,698.16
Tidwell & Rogers Construction Company, Inc.	43,537.17
Maufrais Brothers, Inc.	46,029.20
Thomas Hinderer	54,952.31
"City's Estimate	\$34,633.00

"I recommend that Acme Bridge Company, Inc. with their low bid of \$27,599.43 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 Council of the City of Austin on October 10, 1961, for the construction of three reinforced concrete culverts on Helen Street, Bennett Avenue, and Lyons Road and excavation of an open drainage channel in 55th Street Easement - Contract Number 61-D-24; and,

WHEREAS, the bid of Acme Bridge Company, Inc., in the sum of \$27,599.43, was the lowest and best 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 Acme Bridge Company, Inc., in the sum of \$27,599.43 be and the same is hereby accepted, and 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 Acme Bridge Company, Inc.

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

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

Councilman Shanks asked that the Christmas Lights not be strung at Thanksgiving this year, as it appeared too commercial. The Mayor stated the lights were strung at the requests of the down-town merchants who owned the lights. Discussion was held on contracting the stringing of these lights to outside electricians. The City Manager explained most of the electrical work is done by the Electric Department; and these lights were hung on city standards and there would be many complications if outsiders came in and worked on the lights, and particularly it would not be well for outsiders to work on these lights midst all the traffic. The Mayor stated a check would be made with the down-town merchants regarding the time they wanted the lights strung.

The City Manager read a letter, copies of which had been furnished members of the Council, from the Board of Equalization, as follows:

"October 5, 1961

"City Council  
City of Austin  
Municipal Building  
Austin, Texas

"Dear Council Members:

"The Board of Equalization has now completed its hearings on pending appeals and other equalization matters that were before the Board at the time of its report to the City Council September 26, 1961.

"There were 311 appeals, covering a total of 707 property assessments, heard and

considered by the Board. Valuations were adjusted in 219 cases and no changes made in 488 cases.

"In our review of tax matters it has come to our attention that perhaps there is property in Austin that is legally taxable but such property does not appear on the tax roll. It is the recommendation of this Board that if this is found to be the case all property be appropriately taxed according to law.

"The Board of Equalization, having completed its work, stands adjourned subject to the call of the City Council to render any assistance the Council may desire.

"Respectfully submitted,  
s/ Harry D. Pruett  
Harry Pruett  
s/ Harvey E. Deen  
Harvey E. Deen  
s/ Carl T. Widen  
Carl T. Widen"

The Council noted there were several tax appeals made, and stated a date should be set for hearing these appeals as early as possible.

The Council discussed with MR. BYRON FULLERTON, representing MR. LOUIS LAIBOVITZ, the widening of West 29th and the development of the corner of West 29th and Rio Grande Street. Mr. Fullerton stated Mr. Laibovitz had offered to dedicate 70 square feet to the city for this project, but plans had been changed and the suggestion is now that there will be needed 120 square feet and an additional 440 square feet for sidewalk easement and public utility easement. The Director of Planning described the plans for the intersection of Rio Grande and West 29th Street, stating the City would acquire the 120 square feet of right-of-way, at about \$214.00, and would ask Mr. Laibovitz to dedicate a five foot strip for sidewalk, and an additional five foot strip for utility easements. Later in the meeting MR. LAIBOVITZ came in and the Director of Planning explained to him the proposition. Mr. Laibovitz discussed the amount of off-street parking if a 7000 square foot building were constructed, and it was determined he would need 35 spaces, but he would not have sufficient land for that even though none were taken off for this intersection. He asked if he could get approval of the 25 off-street parking spaces instead of the 35 that he would have to provide ordinarily for the 7000 square feet building. It was pointed out he would not lose 10 parking spaces. After much discussion, Councilman White moved that the Council approve the alignment of the streets and provision for street right-of-way and easements as outlined by the Director of Planning. Mr. Laibovitz had agreed. The motion, seconded by Councilman Armstrong, carried by the following vote:

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

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

LOUIS LAIBOVITZ	2829-2839 Rio Grande 605-619 West 29th Street	From "C" Commercial To "C-1" Commercial NOT Recommended by the Planning Commission
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MR. BRYON FULLERTON, representing Mr. Laibovitz, stated he had a long-term lease with Town & Country and wanted to have the privilege of selling beer to go. No opposition appeared. After the street pattern had been worked out, Councilman Shanks moved that the change to "C-1" Commercial be granted. The motion, seconded by Councilman Armstrong, carried by the following vote:

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

The Mayor announced that the change had been granted to "C-1" Commercial and the City Attorney was instructed to draw the necessary ordinance to cover.

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R. G. WIERUSHESKE	4307-11 Alice Avenue 4302-06 Maybelle Avenue	From "A" Residence To "LR" Local Retail RECOMMENDED by the Planning Commission and to include 4301-05 & 4313-15 Alice Avenue; 4300 & 4308-10 Maybelle Avenue, and 1301-03 West 44th Street
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MR. SIDNEY PURSER represented the applicant. No opposition appeared. Councilman Shanks moved that the change to "LR" Local Retail be granted and to include the additional property. The motion, seconded by Councilman Armstrong, carried by the following vote:

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

The Mayor announced that the change had been granted to "LR" Local Retail.

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: FROM "A" RESIDENCE DISTRICT TO "LR" LOCAL RETAIL DISTRICT ON (A) LOT 3 AND THE NORTH 80 FEET OF LOT 2, BLOCK 5, ALTA VISTA SUBDIVISION AND (B) LOT 1, THE SOUTH 20 FEET OF LOT 2 AND ALL OF LOTS 4 AND 5, ALTA VISTA SUBDIVISION, 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 Armstrong 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 Armstrong, Perry, Shanks, White, Mayor Palmer  
Noes: None

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

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

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

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

The Mayor announced that the ordinance had been finally passed.

MR. SIDNEY PURSER inquired about the vacating of Bellvue Street. It was reported the Council voted not to close the Street. Mr. Purser stated his client had intended to deed the property owner whose property would have been cut off, the property which the City vacated, so that he would have complete access to the street, and asked if that would make any difference. It was pointed out the Council had voted to go on with the paving and assess the property owners and leave Bellvue Street open.

The Council had before it an appeal by the JIM WALTER CORPORATION from the Planning Commission's decision in not approving the "J. Brown Subdivision. The Director of Planning drew a diagram of the proposed subdivision, which if approved would leave one substandard lot in the tract, the lot belonging to Mr. Wadsworth. This lot would have only 4800 square feet, and no building permit could ever be issued. MR. ROGAN GILES represented the Browns in their request to subdivide. The Director of Planning stated an alternative would be that Fred Brown reserve a strip of land 10' wide on which neither he nor the adjoining property owner would be eligible for a building permit; but together they could obtain one. MR. ROGAN GILES stated the Browns purchased this from Mr. George Wadsworth, and paid their money in good faith, and they meet the subdivision requirements. He stated Mr. Wadsworth created the problem, and the burden should be placed on him to correct. He said Mr. Wadsworth did not realize he still owned this tract of land until recently, and the taxes are delinquent. MR. GILES stated on behalf of the JIM WALTER CORPORATION he would agree to a 10' set-over on the lot. He stated the Corporation wanted to build the houses for the Browns who will occupy them, and they could take the 10' strip and meet the requirements, and he would agree not to build closer than 10'. The City Attorney explained the recommendation of the Planning Director that approval could be given on approving a lot-line that would reduce the size of Fred Brown's lot, and the agreement of Mr. Giles in that he would place on the plat a building restriction line of 10' on the south side. Mr. Giles stated he would agree to a voluntary building set-back line along the south line of the property. He stated they

would do everything they could and put it on their plat to show that 10' strip, and they stipulate they will do it willing. Councilman Shanks moved that the J. Brown Subdivision be approved with this understanding of Mr. Giles'. The motion, seconded by Councilman White, carried by the following vote:

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

MR. TOM BROWN filed statistics showing trend on discontinuance of four-party line service, as follows:

	"Two Party	Four Party
December 31, 1940	0	0
December 31, 1941	0	1,171
December 31, 1942	0	4,114
December 31, 1943	0	3,604
December 31, 1944	0	3,761
December 31, 1945	0	4,380
December 31, 1946	0	8,267
December 31, 1947	0	12,926
December 31, 1948	0	16,979
December 31, 1949	2188	14,189
December 31, 1950	2348	13,659
December 31, 1951	1955	13,852
December 31, 1952	2022	12,509
December 31, 1953	2320	11,531
December 31, 1954	2848	10,828
December 31, 1955	3205	11,249
December 31, 1956	3919	11,570
December 31, 1957	5487	7,441
December 31, 1958	6725	4,753
December 31, 1959	7476	3,422
December 31, 1960	8952	973
September 30, 1961	8616	374

"Largest development of four party line customers 17,186 at February 28, 1949."

He stated it was as a result of this trend they embarked on the plan of discontinuing the service altogether. He said they started calling their subscribers in 1960 encouraging them to take a better service. Councilman Perry noted the number of 4-party lines reduced about 3,000 a year, and the fact they were dropping off 3,000 a year prior to the time the people were called made a big difference. MR. BOW WILLIAMS said people were called long before 1960 about this service. Mr. Brown replied people were notified at the time better service was available in their section. MR. BOW WILLIAMS asked that the Council take into consideration the older citizens.

The Council acknowledged receipt of a tax appeal addressed to Councilman Shanks, and referred it to the City Clerk. (Letter from DR. P. J. PARIS, regarding 1305 Luna Street and 1201 Cometa)

The Council recessed until 3:30 P.M.

RECESSED MEETING

3:30 P. M.

At 3:30 P.M. the Council resumed its business.

The Mayor read the invitation of the Aviation Committee of the Chamber of Commerce to the Council to welcome the members of the Texas Air Force, at the Airport at 10:00 A.M., Saturday, October 14th.

The Mayor announced the invitation by the Austin League of Women Voters and the Spooks, University of Texas, to the United Nations Birthday Party, honoring the international students at the University, October 24th, Star Ball Room, Student Union Building, from 4:00 to 5:30 P.M.

The City Manager stated when the Police and Courts Building was constructed there was shortage of funds, and the cuts were made in items of heating and air conditioning installation. These installations have been inadequate. Subsequently to the construction, wings have been added. From time to time efforts had been made to rectify the problems, and it has now been concluded the only way to get the building, together with the wings, properly air conditioned and heated is to completely overhaul the system. He displayed the plans which the consulting engineer had submitted, and described the work. Councilman Armstrong inquired as to the cost of architect's fees and construction. The City Manager stated the fees were \$3,000 which included plans for the emergency generator, and the total cost was estimated at \$44,000. The City Manager stated this was his recommendation to go ahead with this, and money was provided in the budget. The Chief of Police reviewed the plans with the Council. Councilman Shanks moved that the City Manager be authorized to advertise for bids for the air conditioning of the Police and Courts Building. The motion, seconded by Councilman White, carried by the following vote:

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

The City Manager reported that the Council had authorized bids for the Power Plant covering steel structures for the boilers, and other items, and stated these bids would be received next Thursday the 19th. He stated this would be all except for the building contract, bids on which will probably be received on February 19th.

Councilman White moved that the Council reset the hearing on zoning scheduled for October 26th, for 11:00 A.M. NOVEMBER 9th, and reset the hearing of the Area Study of the Ben White Boulevard-Manchaca Road area for 10:30 A.M. NOVEMBER 2, 1961. The motion, seconded by Councilman Armstrong, carried by the following vote:

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

The City Manager displayed a strip map of a proposed farm-to-market road along the present Manchaca Road to be constructed from Manchaca into Austin, and showed the location of the water line which is owned by Water District No. 5. He said last week he reported it would cost as much to buy and move this line as it would to do the construction work on the road. He made a report on the conferences he had with the District Resident Engineers of the Highway Department, County Commissioners Barker and Gault, Mr. Ed Bluestein, and others, along with the Director of Public Works and Superintendent of the Water Department. The two County Commissioners who were present at the meeting were to present to the Commissioners' Court the possibility of its acquiring the right-of-way, including the portion where the pipe line is and farther on to just below Williamson Creek. The two Commissioners said they would undertake to purchase the right-of-way inside the city limits down to Williamson Creek if the Highway Department would consider preceeding with the job. The City Manager said he recommended that the City work out a plan from Matthews Lane on some kind of basis that it would work with the subdividers as the property is developed. He said Mr. Bluestein agreed if the Commissioners Court agreed to buy all of the right-of-way, they would continue the project at the present time, cutting it off so as not to include the water line. The City Manager said if and when the City could, it would build the road on down to meet this one, but not making any definite promises. He explained the Highway Department had a policy in rural areas of not building any type of highway where there was a pipe. He summarized the report, in that if the County acquires the right-of-way all the way through, and Mr. Bluestein gets approval from the Highway Commission, the road will be constructed and the City would not have to buy and remove the water line. The Mayor stated Mr. Williams had worked out an excellent proposition here.

The Council had before it the copy of the contract with the Missouri-Pacific Railroad, regarding the "Missouri Pacific Boulevard", as follows:

"THIS AGREEMENT, entered into in duplicate as of \_\_\_\_\_, 1961, by and between the CITY OF AUSTIN, TEXAS, a Municipal corporation, acting herein by its City Manager, hereunto duly authorized by action of its City Council (hereinafter called the City), and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called MoPac), WITNESSETH THAT:

WHEREAS, the right of way of MoPac between Fifth Street and Hancock Drive in the City of Austin, Texas is 200 feet wide, being approximately 100 feet wide on either side of the center line of its main track; and

WHEREAS, the City of Austin desires to:

(a) Construct a limited access thoroughfare, hereinafter referred to as Missouri Pacific Boulevard, through the City of Austin utilizing the outer 50-foot strip on each side of MoPac right-of-way between Fifth Street and Hancock Drive;

(b) Construct grade separations at the crossings of MoPac tracks by Windsor Road, Westover Road, W. 35th Street, Perry Lane (or a mutually agreeable alternate location) and Hancock Drive (or a mutually agreeable alternate location); and

(c) Eliminate, abolish and remove all other grade crossings of MoPac tracks between Fifth Street and Hancock Drive; and

WHEREAS, MoPac:

(a) Desires to have the grade separations constructed at the five crossings of its tracks enumerated above and to have all other grade crossings eliminated in the area between Fifth Street and Hancock Drive;

(b) Subject to the conditions and for the considerations hereinafter stated, is willing to make available to the City all of its right, title and interest in the outer 50-foot strip of its right of way on each side thereof for the purpose of constructing Missouri Pacific Boulevard, the two 50-foot strips being hereafter collectively referred to as "Highway Right-of-Way."

NOW, THEREFORE, for and in consideration of premises and benefits accruing to each party from the undertakings hereinafter set forth, the parties hereto agree:

I.

Agreements of the City

The City agrees:

(1) To construct grade separations at the intersections of Windsor Road, Westover Road, W. 35th Street, Perry Lane (or a mutually agreeable alternate location) and Hancock Drive (or a mutually agreeable alternate location) with MoPac tracks with the City bearing the entire cost thereof, except that MoPac will contribute \$15,000 toward the cost of each such grade separation, such cost to include any expenditures for adjustments in the tracks of MoPac, protective service required during construction, engineering and other expenditures made necessary by construction of any such grade separation.

(2) To enter into agreement with the MoPac in the usual form used by MoPac for such projects for the construction of each such grade separation in accordance with plans and specifications approved by MoPac's Chief Engineer. Such agreement shall include (but not be limited to) provisions set forth in Exhibit "D" attached hereto and made a part hereof.

(3) To close all crossings of MoPac tracks by streets or roads in the area between Fifth Street and Hancock Drive other than the 5 crossings to be separated as herein provided within a reasonable time, but not exceeding two years, and to take all lawful action to prohibit and prevent future construction of street or road crossings of MoPac tracks at grade within this area.

(4) To contract for the construction of at least three of the grade separations enumerated within three years and to have all five grade separations enumerated under contract within 6 years from the date of this agreement; unless prevented by act of God, War, Strike, or Civil Insurrection, in which event the six years period shall be extended for a period of time equal to the duration of any such occurrence.

(5) To bear the entire expense of any future grade separations that may be constructed in the area between Fifth Street and Hancock Drive, other than the five such grade separations enumerated, and also to bear the cost of any enlargement, modification or improvement of the existing grade separations at Fifth Street, Sixth Street and Enfield Road or the five grade separations provided for herein subsequent to their completion, except enlargements, modifications, or improvements required by MoPac for its convenience.

(6) To provide, without cost to MoPac, and in MoPac's name, suitable and sufficient right-of-way for the relocation of MoPac's Hooper Team Track (designated and described on Exhibit "C") adequate to provide team track facilities equal (taking into account accessibility, size and other relevant factors bearing on the utility thereof) to those in present location, and to pay to MoPac the cost of relocating said Team Track and of constructing necessary driveways, but not exceeding \$17,000, in the event (i) the City shall request MoPac to relocate Hooper Team Track or (ii) if in the opinion of MoPac the Highway improvement of grade separation contemplated herein materially impairs the use or usefulness of the Hooper Team Track. In the event Hooper Team Track is relocated pursuant hereto, the new location shall be between the present location and a point not exceeding 1/2 mile north of Northland Drive, or such other location as shall be mutually satisfactory to the parties.

(7) To cause Missouri Pacific Boulevard to be constructed and paved on the Highway Right-of-Way free of cost to MoPac and to hold MoPac harmless from any claim for any cost of paving and constructing roadways, curbs, gutters, sidewalks and the other items incident to such construction, together with providing the proper drainage therefor.

(8) To cause Missouri Pacific Boulevard to be constructed on each side of the remaining MoPac right-of-way in such manner as not to interfere with the drainage of MoPac right-of-way or drainage of adjacent land, and to indemnify and hold harmless MoPac from any claim by any adjacent land owners or occupants resulting from any change in the drainage which may be made by City as result of these undertakings.

(9) To waive all right of assessment against MoPac with respect to its right-of-way remaining between the roadways of Missouri Pacific Boulevard for the construction and future maintenance or improvement of Missouri Pacific Boulevard (including curbs, gutters, sidewalks, drainage and any other items in connection with maintenance and use thereof), it being understood and agreed that (i) the benefit, if any, to MoPac's remaining right-of-way, by reason of the construction, maintenance or improvement of Missouri Pacific Boulevard is less than the value of the Highway Right-of-Way, (ii) the furnishing by MoPac of the Highway Right-of-Way, as herein provided, constitutes full consideration to the City for such agreement, and (iii) the foregoing agreement on the part of the City is an essential and specific part of this agreement, and without which MoPac would not have entered into this agreement.

(10) Not to construct Missouri Pacific Boulevard to a connection with either Windsor Road, Westover Road, W. 35th Street, Perry Lane or Hancock Drive (or such alternate locations as may be selected in lieu of Perry Lane or Hancock Drive) and open such section to public use until in each such instance the grade separation at each such connection has been completed and open to public use and the crossing at grade over MoPac tracks has been removed.

(11) To construct, at its sole cost, a proper retaining wall sufficient to protect the property of MoPac adjoining the 5.03 acre tract of land to be conveyed to City under the provisions of paragraph (3) of Article II hereof, in the event the City or any assignee or permittee of the City shall make such use of said tract as to require the construction of a retaining wall for the protection of the adjoining MoPac property.

## II.

Agreements of MoPac.

MoPac agrees:

(1) To execute and deliver to the City a deed in the form of Exhibit "A" attached hereto and made a part hereof for all purposes, covering the Highway Right-of-Way therein described and outlined in red color on Exhibit "C" attached hereto.

(2) To pay the City \$15,000 for each of the 5 grade separations referred to in paragraph (1) of Article I hereof at the time a contract is awarded for the construction of each of the said grade separations, as its full share of the cost of such grade separations, together with other considerations herein provided, and subject to the provisions of paragraph (3) of Article II hereof.

(3) To execute and deliver to the City a deed in the form of Exhibit "B" attached hereto and made a part hereof for all purposes, covering a tract of land comprising approximately 5.03 acres, outlined in yellow color on Exhibit "C" at an agreed price of \$9,000 per acre, subject to the reservation by MoPac of the perpetual right to keep and use the driveway, also shown on Exhibit "C", for use by MoPac and the public. Subject to the provisions of paragraph (2) of Article III, the purchase price for said tract is to be retained by the City and applied against MoPac's contribution toward the cost of constructing each grade separation, in the order said grade separations are constructed and when MoPac's contribution is due with respect to such grade separation.

(4) To remove from Highway Right-of-Way at its sole cost all wire lines and other facilities owned by MoPac or Western Union, except the Hooper Team Track which will be relocated as hereinabove specified; provided, however, that MoPac shall have no responsibility for removal or adjustment of any other pipe line, wire lines or other utility installations or other encroachments occupying said Highway Right-of-Way.

(5) To the extent of its property interest in its retained right-of-way, and without any additional consideration, to grant to the City easements for the construction, maintenance and use of the five grade separations for so long as the same shall be required and maintained for public use.

## III

Mutual Agreements

The City and MoPac mutually agree:

(1) If all five grade separations herein provided for have not been completed or placed under contract within six years from the date of this agreement (subject to extension in accordance with paragraph (4) of Article I hereof), that portion of the Highway Right-of-Way on which Missouri Pacific Boulevard has not then been actually completed or placed under contract shall revert to MoPac. If the City attempts to levy any assessments against MoPac in connection with the construction, maintenance or improvement of Missouri Pacific Boulevard (including roadways, curbs, gutters, sidewalks, drainage and other incidental facilities) by reason of MoPac's ownership of adjoining right-of-way remaining

between the roadways of Missouri Pacific Boulevard or any alleged benefit to such property or right-of-way, the title to all of the Highway Right-of-Way shall revert to MoPac.

(2) If contracts for three grade separation projects have not been awarded within three years from the date of this agreement the City will at that time pay to MoPac the balance of the purchase price for the 5.03 acres of land referred to in paragraph (2) of Article II which has not been applied toward the cost of grade separations as therein provided.

(3) MoPac will retain title to all of the trackage, track materials and flashing lights and other crossing protection apparatus which may now be in place on the Highway Right-of-Way, and will remove or relocate such facilities at such time as to prevent interference with the City's construction of Missouri Pacific Boulevard or the grade separations. City grants MoPac right to occupy Highway Right-of-Way with such facilities, subject to the foregoing understanding with respect to removal or relocation.

(4) Provisions to implement and carry out the understandings herein set forth, or intended so to be, are included in the form of deed annexed hereto as Exhibit A, but the provisions of this agreement shall, nevertheless, survive the delivery of such deed.

IV.

Successors and Assigns.

The provisions of this agreement shall inure to and bind the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement, pursuant to due authority, certified copies of which are annexed, as of the day and year first herein written.

ATTEST:

CITY OF AUSTIN, TEXAS

\_\_\_\_\_  
City Secretary

By \_\_\_\_\_  
City Manager

ATTEST:

MISSOURI PACIFIC RAILROAD COMPANY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Vice President

## MISSOURI PACIFIC RAILROAD COMPANY

Resolutions Adopted by Board of Directors  
at Meeting September 9, 1960.

Authority to Contribute to the Cost of  
Five Grade Separation Projects at Austin, Texas

RESOLVED, that the President or any Vice President of this Company be, and they hereby are authorized to enter into, execute and deliver in the name and on behalf of this Company, and under its corporate seal, an agreement or agreements with the City of Austin, Texas, and any other Governmental authority, covering the construction and allocation of costs of five underpasses and the so-called "Missouri Pacific Boulevard" between Fifth Street and Northland Drive, a distance of approximately 4.3 miles;

RESOLVED, that this Company contribute the sum of \$15,000, or its equivalent, towards the cost of each of five grade separations to be constructed at Windsor Road, Westover Road, 35th Street, Perry Lane and Hancock Drive; and

RESOLVED, that the President, or any Vice President of this Company be, and each of them hereby is, authorized to execute and deliver in the name and on behalf of this Company and under its corporate seal, a deed or deeds in such form as such officer may approve, such approval to be conclusively evidenced by his execution thereof, conveying to the City of Austin, Texas, free and clear from the liens of the mortgages hereinafter referred to, such title as the railroad company may possess to the following described tracts or parcels of land in the City of Austin, County of Travis, State of Texas, to-wit:

PARCEL NO. 1

Beginning at the intersection of the northerly line of Hancock Drive and center line of Missouri Pacific Railroad Company's existing main track; thence in a westwardly direction along said North line of Hancock Drive to a point being 50 feet westerly of said main track as measured normal thereto; thence in a southwardly direction 50 feet from and parallel with said main track a distance of 20,160 feet, more or less, to a point opposite Lake Austin Blvd. (Chainage Station 9428 / 70); thence westwardly normal to said main track 50 feet, more or less, to a point on the westerly Railroad right of way line, said point being 100 feet distant from the center line of said main track as measured normal thereto; thence northwardly along said westerly right of way line 20,180 feet, more or less, to a point on the northerly line of said Hancock Drive; thence eastwardly along the said northerly line of Hancock Drive, 55 feet, more or less, to the point of beginning. Containing 23.0 acres, more or less.

PARCEL NO. 2

Beginning at the intersection of the northerly line of Hancock Drive and the center line of Missouri Pacific Railroad Company's existing main track; thence in an eastwardly direction along said North line of Hancock Drive to a point being 50 feet easterly of said main track as measured normal thereto; thence in a southwardly direction 50 feet from and parallel with said main track a distance of 20,120 feet, more or less, to a point opposite West 6th Street (Chainage Station 9428 / 70); thence eastwardly normal to said main track 50 feet, more or less, to a point on the easterly Railroad right of way line, said point being 100 feet distant from the center line of said main track as measured normal thereto; thence northwardly along said easterly right of way line 20,100 feet, more or less, to a point on the northerly line of Hancock Drive; thence westwardly along said northerly line of Hancock Drive 55 feet, more or less, to the point of beginning. Contain 23.0 acres, more or less;

RESOLVED, that as a part of the Railroad Company's contribution towards the cost of construction of the first three underpasses, the President, or any Vice President of this Company be, and each of them hereby is, authorized to execute and deliver in the name and on behalf of this Company and under its corporate seal, a deed in such form as such officer may approve, such approval to be conclusively evidenced by his execution thereof, conveying to the City of Austin, Texas, free and clear from the liens of the mortgages hereinafter referred to, having an agreed value of \$45,270, the following described tract or parcel of land in the City of Austin, County of Travis, State of Texas, to-wit:

A tract or parcel of land in Outlot No. 11 in Division "Z" of the City of Austin, Travis County, Texas, and being a portion of property acquired by International-Great Northern Railroad Company, predecessor to Missouri Pacific Railroad Company, from the following:

James H. Raymond by Warranty Deed dated July 31, 1880, recorded in Book 47 at page 419 of the Deed Records of Travis County; R. E. Janes and wife, by Special Warranty Deed dated April 23, 1953, recorded in Book 1344 at Pages 519-521, of the Deed Records of Travis County, and an ordinance by the City of Austin, January 6, 1949, effecting exchange in the use of certain property between Guy A. Thompson, Trustee, International-Great Northern Railroad Company and the City of Austin, Texas, which is more particularly described as follows:

Beginning at the southwest corner of a tract of land designated as Tract No. 2 in the heretofore mentioned ordinance dated January 6, 1949; thence N. 26° 02' E. 147.92 feet; thence S. 54° 50' E. 380.00 feet; thence S. 65° 10' E. 702.00 feet, more or less, to the intersection of the west line of Lamar Boulevard; thence S. 20° 47' E. along said West line of Lamar Boulevard 281.00 feet, more or less, to the intersection of the North line of the Sand Beach Reserve; thence

N. 54° 50' W. along said North line of the Sand Beach Reserve 1117.00 feet, more or less, to the point of beginning. Containing 5.03 acres, more or less;

RESOLVED, that the tracts or parcels of land hereinbefore described in the preceding two resolutions are not used or useful for railroad purposes by this Company, and are no longer necessary or advantageous for this Company to retain for the operation, maintenance or use of the lines of railroad now subject to the liens of the mortgages hereinafter referred to, or for use in the business of this Company;

RESOLVED, that the proper officers of this Company be, and they hereby are, authorized to execute and deliver to the Trustees under this Company's First Mortgage and General (Income) Mortgage such Requests and Officers' Certificates and Certified Resolutions (which shall be deemed to contain all necessary findings and determinations) or other documents, as may be required under applicable provisions of Article Seven of such Mortgages to procure releases of the liens thereof or certificates that said tracts or parcels of land are free from the liens of said Mortgages;

RESOLVED, that the foregoing and other proper officers of this Company be, and they hereby are, authorized to make all payments, to execute, deliver and accept all instruments, and to do all other things necessary or proper to carry out the transactions herein authorized, or intended so to be;

RESOLVED, that any action heretofore taken by this Company's officers and attorneys to carry out the transactions herein authorized, or intended so to be, is hereby ratified, confirmed and approved.

\* \* \* \* \*

CERTIFICATE

The undersigned, Secretary or Assistant Secretary of Missouri Pacific Railroad Company (hereinafter called the Company) certifies that the foregoing resolutions were duly adopted at a meeting of the Board of Directors of the Company at which a quorum was present and acting, and that said resolutions are in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Company this                    day of                    , 1961.

\_\_\_\_\_  
Secretary

EXHIBIT "D"

Form of Contract Between City and Railroad for Grade Separation

THIS AGREEMENT, entered into in duplicate as of                    , 1961, by and between the CITY OF AUSTIN, TEXAS, a Municipal corporation, acting herein by its City Manager, hereunto duly authorized by action of its City Council (hereinafter called the City), and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called the Railroad), WITNESSETH THAT:

WHEREAS, under date \_\_\_\_\_, 1961, the Railroad and the City entered into an agreement (hereinafter called the Primary Agreement) respecting the construction by the City of a limited access thoroughfare to be known as Missouri Pacific Boulevard, the construction of 5 grade separations, the closing of certain other streets crossing tracks of the Railroad at grade, and matters incidental to the foregoing; and

WHEREAS, as part of the work contemplated by the Primary Agreement, and subject to the terms thereof, the City now desires to construct a highway underpass at the intersection of \_\_\_\_\_ with the tracks of the Railroad, as shown on Exhibit A annexed hereto, to which the Railroad is agreeable, on the terms set forth herein and in the Primary Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed:

1. The Railroad hereby grants to the City license and permission for the construction and use of the aforesaid underpass and highway across the Railroad's property and under its track or tracks at the intersection of the railroad and highway as shown on Exhibit "A". The permission herein granted is limited to such rights as the Railroad may have in the premises concerned and is made without any warranty, express or implied.

2. Upon notice from the City, the Railroad will, unless otherwise agreed upon in writing, prepare plans based upon specifications, to be furnished by the City to and approved by the Chief Engineer of the Railroad, for the proposed underpass structure. Plans and specifications, after having been approved in writing by the City Engineer and the Chief Engineer of the Railroad, are hereby adopted as plans and specifications covering the construction of said underpass and when so approved, shall be attached hereto and marked "Exhibit B" and made a part hereof. No changes in these plans and specifications are to be made without the written approval of such changes by the City Engineer and the Chief Engineer to the Railroad. It is understood that an adequate foundation for said structure is essential and to secure such foundation the base shall, if so requested by the Railroad's Chief Engineer and approved by the City Engineer, be widened, deepened, or both. Such foundation piling, if any, as may be deemed necessary by the Chief Engineer of the Railroad, shall be installed to provide satisfactory stability as provided by approved plans and specifications.

3. Cost of preliminary engineering and preparation of plans will be a part of the cost of the project.

4. The Railroad, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal, pole and wire lines, pipe sewer and drainage or other facilities or buildings located upon the Railroad's right-of-way, which may be displaced or required by the construction of the project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during or following construction of said work, all of which, as far as known to the Railroad, shall be shown on the said plans. The Railroad's obligations to be limited to the extent that the Railroad has the right or is lawfully able to effect such changes or alterations. The Railroad shall prepare plans and estimates subject to approval by the City, for the adjustment of such facilities. Actual cost of such changes or alterations shall be included in the cost of the project.

5. The Railroad shall commence the work to be done by it hereunder within two weeks after receipt of written notice from the City (which notice shall certify that funds are available to complete the work described herein) that the work may proceed, and shall proceed diligently to the conclusion of its obligations herein. Reimbursement will not be made for work undertaken by the Railroad which is performed at the site of the project prior to the issuance of such work order by the City. This does not apply to the assembly at the railroad stores or loading points of materials which might be used on the project. Such assembly may be undertaken sufficiently in advance to assure prompt delivery but reimbursement for any materials or handling charges will be contingent upon the issuance of a work order by the City to the Railroad.

6. It is agreed that should the property licensed hereunder or any portion thereof cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

7. The City shall furnish materials for and perform the work to be done by it hereunder in accordance with approved plans and specifications referred to in paragraph 2 hereof.

The City shall install drainage facilities and build its roadway, sidewalks and pavement across the Railroad's right-of-way as shown on the plans and in accordance with the approved specifications and shall maintain or arrange for maintenance of the roadways, walks, and drainage of the Railroad's right-of-way.

8. Beginning with the date of notice to the Railroad of acceptance of the completed project by the City from its Contractor, the Railroad shall maintain the underpass superstructure, track and other railroad facilities located upon the Railroad's right-of-way (except as provided under paragraph 7 hereof) without expense to the City. Railroad agrees to keep the underpass structure free of all advertising matter except its customary identification lettering or emblems, or such other lettering as may be approved by the City. The City shall maintain the supporting substructure and maintenance painting of the structural steel.

9. The City assumes the entire responsibility for the construction, maintenance, and use of said highway (exclusive of underpass structure) upon the Railroad's property at the location herein described; and nothing contained herein shall ever be construed to place upon the Railroad any manner of liability for injury to or death of persons, or for damage to or loss of property, arising from, or in any manner connected with the construction, maintenance, or use of the portion of said highway (exclusive of underpass structure) located upon the Railroad's said property.

10. The license, granted hereby, shall not prevent, in any way, the Railroad from operating its trains, multiplying or changing its tracks or other structures across the land over which license has been granted, or over the underpass contemplated hereby, provided such changes or multiplication shall not adversely affect the safety of the highway or restrict highway clearance contemplated under this construction, and provided further that enlargements, modifications or improvements for the benefit or convenience of the Railroad shall be without cost to the City.

11. The contract or contracts to be let by the City for the construction of the work to be undertaken by it hereunder shall provide:

A. Standard Manufacturer's and Contractor's Liability Insurance. The Contractor shall furnish evidence to the City that, with respect to the operations he performs, he carries regular Contractor's Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to/or death of one person, subject to that limit for each person, a total limit of \$200,000 for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of \$200,000 for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractor's Protective Liability Insurance. The Contractor shall furnish evidence to the City that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractor's Protective Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of \$200,000 for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Protective Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of \$200,000 for all damages arising out of injury to/or destruction of property during the policy period.

C. Railroad's Protective Liability and Property Damage and Physical Damage to Property Insurance. In addition to the above, the Contractor shall furnish evidence to the City that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the Railroad a Railroad Protective Liability Policy providing for Bodily Injury Liability a limit of not less than \$100,000 for each person and \$200,000 each occurrence and for Property Damage (Property Damage Liability and Physical Damage to Property) a limit of not less than \$100,000 for each occurrence and \$200,000 aggregate during the policy period. Such insurance shall be in the form approved in Policy and Procedure Memorandum 20-12 of the Bureau of Public Roads.

D. General. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the City. The insurance to be taken out under this paragraph shall be taken out in good and reliable insurance companies, approved by the City and the Railroad, and no work shall be undertaken on the Railroad's property until such insurance is furnished.

12. The City will require any of its contractors to make their own arrangements with the Railroad for such protection of railroad operations, facilities and traffic as may be deemed necessary by the Railroad.

The cost of the services of railroad flagmen and other protective services

and devices, required to insure safety to the movements of trains and locomotives during the prosecution of the work performed by City contractor for this project will be at the expense of the contractor. The City will include in the special provisions of any construction contract the requirements of the Railroad for protection of railroad operations, facilities and traffic, and the minimum clearances and other precautions which the Railroad considers necessary for proper and safe operation of its trains. The Railroad's requirements with respect to contractor operations at or in the vicinity of the Railroad's tracks and property, will be furnished to the City by the Railroad so that the City may include such requirements in the specifications for the project.

13. Railroad Contribution:

A. The Railroad agrees that it will contribute \$15,000 towards the cost of the project, payable (subject to the terms hereinafter set forth) on completion of the project.

B. The cost of work performed by the Railroad, and the value of property and property interests conveyed to the City by the Railroad in accordance with the Primary Agreement shall be applied against the Railroad's contribution hereunder.

C. The Railroad will submit its final bill to the City and settlement will be made within six months after completion of the project.

14. The City agrees to bear all of the cost of the project, including right of way, except the amount to be contributed by the Railroad as hereinabove specified and as contemplated by the Primary Agreement. The City shall reimburse the Railroad for the cost of all work performed by the Railroad hereunder, such cost to be computed in accordance with the Railroad's customary practices. Bills may be submitted monthly and shall be paid promptly after receipt thereof by the City.

15. The City agrees to pay promptly the cost of making repairs to the subgrade or surfacing made necessary by reason of the installation, repair, removal, or adjustment of any such publicly or privately owned utilities or services, which may occur after the completion of the underpass project.

16. It is further understood and agreed between the parties hereto that the improvement and/or maintenance of the project is for the sole purpose of providing the traveling public a more adequate travel facility and shall never be the basis of any claim for, or participation in the payment, or any of the obligations of the City incurred in the improvement, past or present, of any street project.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate as of the day above stated.

MISSOURI PACIFIC RAILROAD COMPANY

CITY OF AUSTIN, TEXAS

By \_\_\_\_\_  
Vice President-Operation

By \_\_\_\_\_  
Mayor (or City Manager)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Secretary

RECOMMENDED:

APPROVED:

\_\_\_\_\_  
 Chief Engineer for Railroad  
 Company

\_\_\_\_\_  
 City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
 Attorney for Railroad

NOTE; This form is intended to apply to each of the 5 grade separation projects contemplated by the Primary Agreement and is written in general terms in an effort to apply to all such projects, Additional special details, such as special protective conditions applicable to a particular separation project, will be included in the agreement covering that particular project."

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, the City of Austin desires to construct a limited access thoroughfare to be known as "Missouri Pacific Boulevard", along the outer 50 foot strip of each side of the 290 foot right-of-way of Missouri Pacific Railroad Company between 5th Street and Hancock Drive and to eliminate streets crossing at grade with Missouri Pacific tracks between 5th Street and Hancock Drive; and,

WHEREAS, Missouri Pacific Railroad Company desires to have grade crossings of its railroad tracks between 5th Street and Hancock Drive eliminated, and is willing to make said outer 50 feet of right-of-way available for the purpose of constructing said "Missouri Pacific Boulevard" and the grade separations necessary; Now, Therefore,

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

That W. T. Williams, Jr., City Manager, be and he is hereby authorized and directed to execute and deliver on behalf of the City of Austin and agreement between the Missouri Pacific Railroad Company, a Missouri Corporation, and the City of Austin under the terms of which grade separations will be constructed at Windsor Road, Westover Road, West 35th Street, Perry Lane (or a mutually agreeable alternate location), and Hancock Drive (or a mutually agreeable alternate location) with the Railroad Company contributing \$15,000.00 toward the cost of each such grade separation; to execute specific agreements for each separate grade separation project; to close all streets crossing at grade with MoPac tracks between 5th Street and Hancock Drive other than the crossings which are separated; to contract for the construction of at least three of the grade separations within three years and to have all five grade separations under contract within six years unless prevented by Act of God, War, Strike, or Civil Insurrection; to bear the expense of future grade separations between 5th Street and Hancock Drive other than the five grade separations enumerated in the agreement; to provide land and up to \$17,000.00 of the cost of construction equal tract facilities in the event that Hooper Team Track is required to be relocated; to hold MoPac harmless from cost of paving and construction other improvements other than for the participation by MoPac in the cost of constructing grade separations, including waiver by

the City of all right assessment against MoPac right-of-way remaining between the roadways of Missouri Pacific Boulevard; that it will not open a section of Missouri Pacific Boulevard to public use until grade separations at each enumerated intersection have been completed; and to provide lateral support for the adjoining property of Missouri Pacific from that certain 5.03 acre tract of land to be conveyed to the City; provided, however, that Missouri Pacific Railroad Company agrees to execute and deliver to the City proper conveyance of the right-of-way for Missouri Pacific Boulevard and a deed covering that certain 5.03 acre tract of land adjacent to its passenger depot; to pay the City \$15,000.00 for each of the five grade separations enumerated in the agreement; to remove all wire lines and other facilities owned by the Missouri Pacific Railroad or Western Union except Hooper Team Track; and to grant easements for the five grade separations beneath the right-of-way which is retained by Missouri Pacific Railroad Company; and provided, further, that all or part of the granted right-of-way, under certain circumstances, revert to Missouri Pacific Railroad Company.

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

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

COUNCILMAN ARMSTRONG stated, on 24th Street coming across Lamar Boulevard, there is the bridge and then the winding hill. At certain times of the day when people are en route to the University, they will make two lanes and some people want to make a right-hand turn. He suggested that a sign, "Right hand lane must turn right" be installed. He said cars were backed up, and it could get dangerous. The Mayor suggested that the Director of Public Works and the Traffic Engineer see if the curb could be knocked out and another lane made here. Councilman Armstrong asked that a study be made to give some relief at this intersection.

The City Manager, in referring to the Steinle report on the Hospital, said to have more efficient operation at less cost and more revenue, he recommended the enlarging of the pharmacy, and reported it would also be necessary to provide space for the Director of Medical Education, who is yet to be employed. Mr. Steinle's recommendation was that the additional space be provided on the south side of the building. The City Manager displayed preliminary sketches made by the Construction Engineer, who had suggested that this construction be designed by an Architect. The Council discussed this suggestion. The Mayor asked that the names of the architects who have not had any design work for the City be submitted next Thursday, and the Council would draw for the Architect. Councilman Shanks suggested that the Council have an intensive study of the Steinli report and decide what it is going to do regarding the Hospital.

The City Manager stated the Executive Committee of the Medical Staff had a doctor come over and spend some time in discussing the Medical Director and it was his suggestion that before a Medical Director was put on a permanent basis that considerable work needed to be done with the Medical Staff in setting up rules to operate under and the responsibility of this position and the Medical Staff. This specialist suggested to the Hospital Board, and the Board recommended that this man come in on a consulting basis on a per-diem basis; and after five or six months to have conferences with the staff and work up all the rules and regulations. The City Manager stated the Hospital Board would have a

recommendation on this matter and on the amount of the per-diem basis on which the Specialist would come.

The City Manager stated it was necessary to put a water line from Redwood Trail, and get right-of-way from Stratford Drive to intersect Redwood Trail, and he displayed the route. The Council authorized MAYOR PALMER and COUNCILMAN ARMSTRONG to meet with the University officials and bring this to a close.

The City Manager stated right-of-way had been acquired on East 45th Street to build it from Duval to Airport Boulevard, and it was necessary to cross the T & NO Railroad tract; and before the Superintendent could present the request for this easement for approval, he wanted information on four items:

- (1) Angle of proposed crossing together with metes and bounds of property desired.
- (2) Type of protection to be provided.
- (3) Type pavement on street and type of crossing to be installed, whether solid timber or asphalt with timber flangeways.
- (4) Information as to whether or not the City is agreeable to assuming initial costs of installation with the understanding Railroad will maintain crossing thereafter at no expense to the City.

The Director of Public Works said the Railroad Company wanted to know if the City wanted cross-bucks or flashing signals, and he said he would recommend flashing signals. Mayor Palmer stated he would contact Mr. J. D. Ramsey, Superintendent and discuss negotiating on a 50-50 basis.

The City Manager submitted an inquiry as to whether or not the City would be interested in acquiring property at 19th and Redwood in connection with the site where the golf course is to be built. The City Attorney said there was no specific recommendation that the land be obtained. He listed the values as shown on the tax rolls. The Mayor asked that the City Attorney see what the best price that he could get would be.

The City Manager made inquiry as to how to proceed for the easements on Walnut Creek Sewer Line, as there were three property owners who had not given easements, while there were 22 who had. The three are MR. CHARLEY ANDERSON, represented by Mr. Robert Mueller, MR. M. M. BRINKLEY, and MR. JACK ALBRIGHT, represented by Mr. Gibson Randle. Discussion covered the location of the line, the statements that Mr. Anderson and Mr. Brinkley made that they would not give an easement except for pay, and the fact this line would enhance the value of their land. The City Attorney stated he would discuss this matter with the attorneys representing the property owners. He stated there were 150 easements that had been given.

The City Manager discussed the purchase of the Riley property on Deep Eddy Boulevard at the entrance to Deep Eddy. Councilman Shanks moved that the City Manager be authorized to purchase this property at the price discussed. The motion, seconded by Councilman Perry, carried by the following vote:

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

The City Manager stated the Council, sometime ago, had expressed an interest in obtaining information on the amount of outside revenue the City employees were making. He submitted a proposed questionnaire, and said it would be explained that the Council thought it was not improper for people to do outside work, but it was important for the Council to be acquainted with the amount of work that is being done on the outside. He stated this would be kept confidential so far as individuals were concerned, but it would be used to compile statistical data. After discussion, Councilman Shanks moved that the City Manager be instructed to inquire through this questionnaire, from all people working for the City, to secure the desired information. The motion, seconded by Councilman White, carried by the following vote:

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

Councilman Perry moved that the SHRINERS be granted permission to have a ticket sales booth at the corner of 7th and Congress Avenue in front of the Austin Hotel from October 20th to November 4th. The motion, seconded by Councilman Armstrong, carried by the following vote:

Ayes: Councilmen Armstrong, Perry, Shanks, Mayor Palmer  
Noes: None  
Present but not voting: Councilman White

The City Attorney reported he had examined the request made by the HOUSING AUTHORITY for another cooperation agreement for 200 units for low rent public housing for elderly people. He explained the various provisions of the Housing Act, particularly Section 7-a; and pointed out another ambiguity as to whether the election is required to be restricted to property-owning citizens or not. He stated the Legislature could amend this Act and clarify what is meant, or the Housing Authority could ask its counsel to bring a declaratory judgment action in the Court to clear up the ambiguity. The City Attorney reviewed the provisions of the contract. After discussion, Councilman Shanks moved that on December 21, 1961, the Council will consider whether or not to adopt a Resolution to enter into a cooperative agreement with the AUSTIN HOUSING AUTHORITY for 200 units of public housing for the elderly. The motion, seconded by Councilman Armstrong, carried by the following vote:

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

A resolution and the Contract with the United States were read in full and discussed and considered.

Councilman Shanks then offered the following resolution and moved its adoption:

(RESOLUTION)

RESOLUTION APPROVING AND PROVIDING FOR EXECUTION

OF PROPOSED CONTRACT FOR COMMUNITY RENEWAL PROGRAM  
GRANT NO. TEX. R-59 (CR)(G) BETWEEN THE CITY OF  
AUSTIN, TEXAS, AND THE UNITED STATES OF AMERICA  
PERTAINING TO THE PREPARATION OF COMMUNITY RENEWAL  
PROGRAM NO. TEX. R-59 (CR)

WHEREAS, under Title I of the Housing Act of 1949, as amended, the United States of America (herein called the "Government") has tendered to the City of Austin, Texas (herein called the "Public Body") a proposed Contract for Community Renewal Program Grant, hereinafter mentioned, pursuant to which the Government would extend a Grant of Federal funds to the Public Body to aid in financing the cost of the preparation of a Community Renewal Program, designated Community Renewal Program No. Tex. R-59 (CR) (herein called the "Program"); and

WHEREAS, this Public Body has given due consideration to said proposed Contract and has found it to be in the interest of this Locality to execute such Contract; and

WHEREAS, this Public Body is duly authorized, under and pursuant to the Constitution and laws of the State of Texas, to undertake and carry out the preparation of the Program:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, AS FOLLOWS:

Section 1. The pending proposed Contract, designated "Contract for Community Renewal Program Grant, Contract No. Tex. R-59 (CR)(G)," consisting of Parts I and II, under and subject to the provisions, terms, and conditions of which the Government would make a Grant of Federal funds under Title I of the Housing Act of 1949, as amended, to this Public Body to aid in financing the cost of the preparation of the Program for the Locality of Austin, Texas, is hereby approved in all respects.

Section 2. The City Manager of this Public Body in its behalf is hereby authorized and directed to execute said proposed Contract in two counterparts, and the City Clerk of this Public Body is hereby authorized and directed to impress and attest the official seal of this Public Body on each such counterpart and to forward such counterparts to the Housing and Home Finance Agency, together with two certified copies of the proceedings in connection with the adoption of this Resolution, two certified copies of this Resolution, and such other and further documents relative to the approval and execution of the Contract as may be required by the Government.

Section 3. The City Manager of this Public Body is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as Grant funds are required, requesting payments to be made to it on account of the Grant provided for in the Contract, and to do and perform all things and acts required to be done or performed in order to obtain such payments.

Section 4. This Resolution shall take effect immediately.

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

The Mayor thereupon declared the motion carried and the Resolution adopted.

Councilman White made the following statement regarding his vote:

"I am going to vote "aye", but I am against Urban Renewal."

The City Manager brought up the request of MR. DAVE BARROW in regard to serving Sections 5 and 6 with water through Travis-Williamson Water Control and Improvement District No. 1. It was pointed out at that time, the City would owe the District some fee for pumping the water. The City Manager said it actually costs about \$0.04 to pump the water. Since the City sells water to the District on a step-up rate and this particular water will be above the amount of water set up, he proposed to pay the District \$.05 per 1,000 gallons for pumping. He stated if the Council had no objections to this rate, he would proceed and enter into a contract. No objections were expressed.

Councilman Armstrong noted two letters--one addressed to Mr. Shanks and all Members of the City Council, and one addressed to City Council - All Members, regarding the Austin Housing Authority cooperation agreement--contained the same terminology and were written on the same typewriter.

Councilman Shanks moved that the Council authorize the purchase of the property at 2209 Lovell Drive for \$12,500 from Edward Mansfield. The motion, seconded by Councilman White, carried by the following vote:

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

The City Manager called attention to the filing of the three progress reports--Status of Water and Sanitary Sewer Contract Projects as of October 1, 1961, Street Paving Summary - Fiscal year 1960-61, as of October 1st; and Electric Utility Monthly Progress Report. Mayor Palmer said he would like to review these reports next Thursday.

The Council deferred antionoon making an appointment to the Solicitation Board, asking Councilman Shanks to check with the person under consideration.

The Council discussed the matter of appointing Corporation Court Judges. Councilman Armstrong suggested considering three young lawyers and having night sessions, letting these young men rotate in serving. The City Manager said he had suggested a night court as a means of increasing the number of hours for Court hearings rather than adding another court. He said the night court would involve not only the Judge but the clerical help.

The Director of Public Works made a report on opening the Alley between West Mary and West Annie in the 900 block. He had a request from Mr. A. F. White to open the alley as some dirt had accumulated and some trees had grown all the way through. He stated Mr. White had circulated a petition, but some

property owners had not signed. The Director of Public Works said the property owners were objecting to the traffic coming in to the repair business at 911 West Annie from the east end and keeping the area stirred up with dust. If the alley were opened, some of the traffic would come in from the west end. The Mayor suggested that those who owned the trees be told the alley was going to be opened.

The Council went into Executive Session to discuss the employment of special counsel to handle the City's anti-trust cases.

The Mayor announced that the fuel costs at the Power Plant had gone up an average of 21.385 for the six months period ending September 30, 1961, and it was going to take 3/100 of a cent, which would increase the utility rate. He asked if it were agreeable that the City Manager make this rate adjustment. All agreed. Councilman Shanks was out of the room at this time.

Mayor Palmer stated MR. NELSON PUETT had offered to give some land on Benistarr Lane. The City Manager said Mr. Puett had offered to dedicate it, and he was told the City could not figure out any thing it could use the lot for; however, if Mr. Puett would deed the property to the City with the understanding if the land could be sold, then the money could be used at the Hospital or somewhere.

The Council took formal notice of the plan of the Texas Capitol Area of the Association of the United States Army to sponsor the sale of 50-star American Flags at cost, and of their goal to have 5000 flags flying in the City on November 11th. (Letter from THOMAS S. BISHOP, Brigadier General Tex ARNG, President Texas Capitol Area Chapter, Association United States Army, dated October 6, 1961)

The City Manager asked if the Council could make a tour of the golf course next Thursday. He stated instead of paying one a small salary and letting him operate the concessions, the Council might consider putting the operation strictly on the concession basis, or the City's operating the concession and paying the person a salary. He stated he would have the Director of Recreation present.

The City Attorney made a report on the check from Magnolia Oil Company for \$2,500, and the statement from the bank on the check. The Mayor suggested that the money be obtained, and if the Company did not want the property that the money be kept.

Mayor Palmer introduced the following ordinance:

AN ORDINANCE AMENDING SECTION 10 OF ORDINANCE NO. 600721-C SO AS TO RESET THE TIME FOR THE PUBLIC HEARING THEREIN PRESCRIBED CONCERNING PAVING OF CERTAIN PORTIONS OF SCENIC DRIVE; AND DECLARING AN EMERGENCY.

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

Ayes: Councilmen Armstrong, Perry, Mayor Palmer

Noes: None

Not in Council Room when the roll was called: Councilmen Shanks, White

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

Ayes: Councilmen Armstrong, Perry, Shanks, White, Mayor Palmer

Noes: None

The Council adjourned at 8:20 P.M. subject to the call of the Mayor.

APPROVED

  
Mayor

ATTEST:

  
City Clerk