

## MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

January 5, 1961  
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Pro-tem Palmer presiding.

Roll call:

Present: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Absent: Mayor Miller

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 CITY ATTORNEY DOREN ESKEW.

Councilman White moved that the Minutes of the Meeting of December 22, 1960, be approved with correction noted by Councilman Bechtol regarding the paragraph on insurance. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Mayor Pro-tem Palmer introduced the following ordinance:

AN ORDINANCE VACATING AND PERPETUALLY CLOSING THREE TRACTS OF LAND, TRACT NO. 1 CONTAINING 2.59 ACRES OF LAND, MORE OR LESS, SAME BEING A PORTION OF A STREET KNOWN AS MANOR ROAD, TRACT NO. 2 CONTAINING 1.05 ACRES OF LAND, MORE OR LESS, SAME BEING A PORTION OF A STREET KNOWN AS NOLEN STREET, AND TRACT NO. 3 CONTAINING 2.10 ACRES OF LAND, MORE OR LESS, SAME BEING A PORTION OF A STREET KNOWN AS MANOR ROAD; AND SUSPENDING THE RULE REQUIRING THE READING OF AN ORDINANCE ON THREE SEPARATE DAYS.

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The Mayor Pro-tem announced that the ordinance had been finally passed.

Councilman Bechtol offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, after an engineering and traffic investigation, the City Council has found that the circumstances are such that the maximum reasonable and safe speed for the operation of vehicles at the following location is less than thirty (30) miles per hour due to the fact that said street is located in a public park; and,

WHEREAS, after said investigation the City Council has found that the maximum reasonable and safe speed for the operation of vehicles is fifteen (15) miles per hour at the following location:

<u>ON STREET</u>	<u>FROM</u>	<u>TO</u>
Park Drive in Oak Springs Park	West line of Springdale Road	South line of East 12th Street

Now, Therefore,

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

That the City Clerk be authorized and instructed to record this finding in Section 33.39 of the Traffic Register.

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Councilman Bechtol offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, after an engineering and traffic investigation, the City Council has found that the circumstances are such that the maximum reasonable and safe speed for the operation of vehicles at the following location is less than thirty (30) miles per hour due to the fact that said street is located in a public park; and,

WHEREAS, after said investigation the City Council has found that the maximum reasonable and safe speed for the operation of vehicles is fifteen (15) miles per hour at the following location:

<u>ON STREET</u>	<u>FROM</u>	<u>TO</u>
Park Drive in Lake Austin Park	The west end of the paved roadway within the recreation area	One-fourth (1/4th) of a mile North of the toll gate

Now, Therefore,

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

That the City Clerk be authorized and instructed to record this finding in Section 33.39 of the Traffic Register.

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Councilman Bechtol offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, after an engineering and traffic investigation, the City Council has found that the circumstances are such that the maximum reasonable and safe speed for the operation of vehicles at the following locations is less than thirty (30) miles per hour; and,

WHEREAS, after said investigation the City Council has found that the maximum reasonable and safe speed for the operation of vehicles is fifteen (15) miles per hour at the following locations:

On all public streets, drives, and roadways located in Zilker Park, except State of Texas Ranch Road No. 2244 and Stratford Drive.

Now, Therefore,

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

That the City Clerk be authorized and instructed to record this finding in Section 33.39 of the Traffic Register.

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

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 on behalf of the City of Austin, Texas, a lease agreement with the United States of America, Department of Commerce, Weather Bureau, for the leasing of approximately 462 net usable square feet of space, consisting of Office Room No. 6 (386 square feet) and Storage Room No. 7 (76 square feet) on the ground floor of the new Administration Building, Municipal Airport, Austin, Texas, for use by the State Climatologist, in accordance with the terms and provisions of said lease agreement, exhibited to the City Council by the City Manager and attached hereto; and,

BE IT FURTHER RESOLVED:

That the City Clerk is hereby authorized and directed to keep this resolution together with the attached lease agreement above described in the permanent files of the City of Austin without recording said lease agreement at length upon the minutes of the City Council.

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Mayor Pro-tem Palmer introduced the following ordinance:

AN ORDINANCE DECLARING THE NECESSITY FOR AND ORDERING THE PAVING AND IMPROVEMENT OF PORTIONS OF CERTAIN STREETS IN THE CITY OF AUSTIN, APPROVING PLANS AND SPECIFICATIONS FOR SUCH WORK, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS, DIRECTING THE PREPARATION OF ESTIMATES, INVOKING THE ALTERNATE PROCEDURE PROVIDED BY ARTICLE I, SECTION 5 OF THE CHARTER OF THE CITY OF AUSTIN AND CHAPTER 106 OF THE ACTS OF THE FIRST CALLED SESSION OF THE 40TH LEGISLATURE OF TEXAS, DETERMINING THAT THE COST OF SUCH IMPROVEMENTS SHALL BE PAID BY THE CITY OF AUSTIN, PROVIDING A METHOD OF REIMBURSING THE CITY OF AUSTIN FOR A PORTION OF SUCH COSTS BY ASSESSMENT OF A PORTION OF SUCH COSTS AGAINST THE PROPERTY ABUTTING SUCH STREETS OR PORTIONS THEREOF TO BE IMPROVED, AND FOR THE FIXING OF A LIEN TO SECURE PAYMENT OF SUCH ASSESSMENTS, STATING THE TIME AND MANNER PROPOSED FOR PAYMENT OF ALL SUCH COSTS, DIRECTING THE CITY CLERK TO CAUSE A NOTICE OF THE ENACTMENT OF THIS ORDINANCE TO BE FILED IN THE MORTGAGE OR DEED

OF TRUST RECORDS OF TRAVIS COUNTY, TEXAS, AND  
DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Bechtol 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 Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The ordinance was read the second time and Councilman Bechtol 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 Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The Mayor Pro-tem announced that the ordinance be finally passed.

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves the erection of a boat house and boat dock on the property owned by Robert B. Baldwin as described in the Travis County Deed Records and known as being a 1,029 acre tract out of the Philip H. Cammans Subdivision No. 46 lying approximately 12 miles above Tom Miller Dam on the shore of Lake Austin, and hereby authorizes the said Robert B. Baldwin to construct, maintain and operate this boat house and boat dock subject to same being constructed in compliance with all the ordinances relating thereto and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the erection of this boat dock after full compliance with all the provisions of this resolution. Said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, fire and health regulations and the right of revocation is retained if, after hearing, it is found by the City Council that the said Robert B. Baldwin has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Recommendations attached)

"Austin, Texas  
January 5, 1961

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

"Dear Sir:

"I, the undersigned, have reviewed the plans and have considered the application of Robert B. Baldwin, owner of property abutting on that part of Lake Austin lying upstream from the westerly extension of the south line of Windsor Road approximately 12 miles above Tom Miller Dam, the same being a 1,029 acre tract out of the Phillip H. Cammans Subdivision No. 46, as listed in the Travis County Deed Records, for permission to construct and maintain an extension of a boat dock projecting out into the lake approximately 50 feet beyond the normal high water level and a boat house projecting out into the lake approximately 42 feet beyond the normal high water level. The construction details meeting all requirements, I recommend that if Robert B. Baldwin is granted his request by the City Council, that it be subject to the following conditions:

"(1) That nothing but creosoted piles, cedar piles or concrete piles, substantially braced to withstand wind and water pressure, be used in the construction and that no structure shall extend more than one-third the distance from shore to shore at the point where structure is located, or be nearer than ten feet to any side property line of the owner or applicant.

"(2) That no business, such as a restaurant, dance hall, concession stand, or any other enterprise for the sale of goods, wares and merchandise, except marine supplies and tackle, and no living quarters of any character, shall be erected on any pier, dock wharf, float, island, piling or other structure extending into or above Lake Austin.

"(3) That every structure shall be equipped with proper lights which show all around the horizon for night use and shall be equipped with flags or other warnings for daylight use.

"(4) That all structures extending out into the Lake be constantly kept in a state of good repair and that the premises be kept reasonably clean at all times.

"Respectfully submitted,  
s/ Dick T. Jordan  
Building Official"

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves the erection of a boat dock on the property owned by Sterling Sasser, Sr. as described in the Travis County Deed Records and known as being  $\frac{1}{2}$  mile downstream from City Park, Lot 8, Manana Estates, on the shore of Lake Austin, and hereby authorizes the said Sterling Sasser, Sr. to construct, maintain and operate this boat dock subject to same being constructed in compliance with all the ordinances relating thereto and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the erection of this boat dock after full compliance with all the provisions of this resolution. Said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, fire and health regulations and the right of revocation is retained if, after hearing, it is found by the City Council that the said Sterling Sasser, Sr. has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Recommendations attached)

"Austin, Texas  
January 5, 1961

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

"Dear Sir:

"I, the undersigned, have reviewed the plans and have considered the application of Sterling Sasser, Sr., owner of property abutting on that part of Lake Austin lying upstream from the westerly extension of the south line of Windsor Road, approximately  $\frac{1}{2}$  mile downstream from City Park, the same being Lot 8, Manana Estates, as recorded in the Travis County Deed Records, for permission to construct and maintain a boat dock projecting out into the lake approximately 30 feet beyond the normal high water level. The construction details meeting all the requirements, I recommend that if Sterling Sasser, Sr. is granted his request by the City Council, that it be subject to the following conditions:

"(1) That nothing but creosoted piles, cedar piles or concrete piles, substantially braced and bolted to withstand wind and water pressure, be used in the construction and that no structure shall extend more than one-third the distance from shore to shore at the point where structure is located, or be nearer than ten feet to any side property line of the owner or applicant.

"(2) That no business, such as a restaurant, dance hall, concession stand, or any other enterprise for the sale of goods, wares and merchandise, except marine supplies and tackle, and no living quarters of any character, shall be erected on any pier, dock, wharf, float, island, piling or other structure extending into or above Lake Austin.

"(3) That every structure shall be equipped with proper lights which show all around the horizon for night use and shall be equipped with flags or other warnings for daylight use.

"(4) That all structures extending out into the lake be constantly kept in a state of good repair and that the premises be kept reasonably clean at all times.

"Respectfully submitted,  
s/ Dick T. Jordan  
Building Official"

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

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

THAT the City Council of the City of Austin hereby approves the erection of a boat dock on the property owned by Jay Vessels as described in the Travis County Deed Records and known as the south 85 feet of Lot 9, Austin Lake Estates, on the shore of Lake Austin, and hereby authorizes the said Jay Vessels to construct, maintain and operate this boat dock subject to same being constructed in compliance with all the ordinances relating thereto and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the erection of this boat dock after full compliance with all the provisions of this resolution. Said permission shall be held to be granted and accepted subject to all necessary, reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, fire and health regulations and the right of revocation is retained if, after hearing, it is found by the City Council that the said Jay Vessels has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations and ordinances.

(Recommendations attached)

"Austin, Texas  
January 5, 1961

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

"Dear Sir:

"I, the undersigned, have reviewed the plans and have considered the application of Jay Vessels, owner of property abutting on that part of Lake Austin lying upstream from the westerly extension of the south line of Windsor Road approximately 10 miles above Tom Miller Dam, the same being the south 85 feet of Lot 9, Austin Lake Estates, as recorded in the Travis County Deed Records, for permission to construct and maintain a boat dock projecting out into the lake



approximately 50 feet beyond the normal high water level. The construction details meeting all requirements, I recommend that if Jay Vessels is granted his request by the City Council, that it be subject to the following conditions:

"(1) That nothing but creosoted piles, cedar piles or concrete piles, substantially braced and bolted to withstand wind and water pressure, be used in the construction and that no structure shall extend more than one-third the distance from shore to shore at the point where structure is located, or be nearer than ten feet to any side property line of the owner or applicant.

"(2) That no business, such as a restaurant, dance hall, concession stand, or any other enterprise for the sale of goods, wares and merchandise, except marine supplies and tackle, and no living quarters of any character, shall be erected on any pier, dock, wharf, float, island, piling or other structure extending into or above Lake Austin.

"(3) That every structure shall be equipped with proper lights which show all around the horizon for night use and shall be equipped with flags or other warnings for daylight use.

"(4) That all structures extending out into the Lake be constantly kept in a state of good repair and that the premises be kept reasonably clean at all times.

"Respectfully submitted,  
s/ Dick T. Jordan  
Building Official"

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Councilman White moved that shoreline improvements on Lake Austin be approved, as follows:

Fill lot - C. G. GODDARD - approximately 2 miles upstream from  
Lake Austin Dam.

Retaining wall along shoreline (50') for GLENN W. KENNEDY -  
approximately 300 yards west of Lake Austin Lodges.

Widen Connor's Branch (50'x 200') - MARION FOWLER - upper end  
of Ski Shores.

Boat slip for La VAN R. PARKER -  $\frac{1}{2}$  mile downstream from City  
Park - (Manana Estates)

The motion, seconded by Councilman Perry, carried by the following vote:  
Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The Council had written request from Mrs. Jackie Whitlock asking permission to withdraw the following zoning application:

MRS. JACKIE WHITLOCK	905 (903) East 43rd Street	From "A" Residence To "B" Residence NOT Recommended by the Planning Commission
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Councilman White moved that the request to withdraw the zoning application be granted. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The City Manager stated he received the following letter from the L.C.R.A. regarding the request made for lowering the lake, and they had set out certain conditions under which they will lower the lake:

"December 9, 1960

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

"Dear Mr. Williams:

"This will refer to Mr. Kinney's letter of December 1, 1960, wherein the City of Austin requests the LCRA to lower and control the lake elevation of Lake Austin approximately 12 feet below the crest of the dam. The letter requested that the period of such operation is to start down January 9, 1961 and start back up February 1, 1961.

"The Authority desires to cooperate with the City in the lake lowering to curtail the weed growth to the extent such lake lowering is economical and feasible. Due to the present levels of Lake Buchanan and Lake Travis and in view of long-range weather forecasts, the Authority is willing to endeavor to lower the water level of Lake Austin during the period mentioned above on the following basis:

"1. Authority will begin lowering the elevation of Lake Austin on Monday, January 9, 1961, by operation of the unit or units available at Austin Dam until the lake has been lowered approximately 12 feet. Authority plans to curtail operation of its Marshall Ford generating units during the drawdown period to the extent possible, provided the elevation of Lake Travis, in the sole opinion of the Authority, permits such type of operation.

"2. As a result of such operation procedures for Marshall Ford plant it will be necessary to hold in Lake Travis storage 16,000 acre feet of water more than would be retained under normal operating conditions. If the Authority is required to release water through the flood gates at Marshall Ford during February,

March and/or April, 1961, in accordance with existing agreements covering operation of facilities for flood control purposes, the amount of water so released up to 16,000 acre-feet will represent a loss in electric energy production equal to 200 kilowatt-hours per acre-foot. City agrees to deliver power and energy to Authority from its available capacity when requested by Authority, and City shall make no charge for the energy which it delivers during 1961 in an amount equal to the sum of the following:

- "(a) The acre-feet of water released through the flood gates at Marshall Ford during February, March and April, 1961, times 200 kilowatt-hours, provided, however, that the maximum amount of the obligation under this subparagraph (a) shall not exceed 3,200,000 kilowatt-hours, and
- "(b) The total loss in kilowatt-hours as a direct result of operating the Austin hydro plant at reduced head during the drawdown period. Such determination is to be made under the same basis in 1958, 1959 and 1960.

"3. As a result of lowering the water elevation at Lake Austin, Authority will be required to use water from City's water mains in the operation of its air conditioning system in the LCRA General Office Building. City agrees to read the water meter at Authority's General Office Building on the day that the air conditioning system is transferred to City water and to again read such meter on the day the air conditioning equipment is transferred to lake water after Lake Austin has been refilled. No charge for the water used by Authority during such period, as determined by the two meter readings listed above, shall be made by City.

"4. City has knowledge of Authority's responsibility with reference to the operation of its facilities for flood control, and City agrees that Authority cannot make a definite commitment with reference to the maintenance of the water level in Lake Austin. Authority will endeavor to operate its facilities as set out above; however, Authority reserves the right to discharge water from Marshall Ford Reservoir into Lake Austin in any manner and to any extent and at any time deemed advisable in the sole discretion of Authority. Authority also reserves the right to operate the facilities at Austin Dam, including turbines, flood gates, etc., in any manner deemed advisable by Authority.

"5. City agrees to protect and save Authority harmless from any claims for damages that may be asserted by reason of or resulting from or pertaining to the lowering and refilling of Lake Austin as set out above; and by reason of or resulting from or pertaining to any work which City might do in the Lake Austin Reservoir.

"In the letter of December 1, 1960, it is suggested that the City might like to have the lake lowered each year to curtail weed growth. While the Authority desires to cooperate with the City, the many changes in operating conditions make it impossible for the Authority to agree to the lowering of Lake Austin in future years. Should the City desire to lower the elevation of Lake Austin in any future years, we suggest you give the Authority sixty days prior notice so that proper plans may be made if the Authority finds it feasible to lower Lake Austin.

"If the above is in accordance with your understanding and is satisfactory to City, please so indicate on copy of this letter at the place provided and return same to Authority, and upon receipt thereof we will proceed with the plan outlined above.

"Yours very truly,  
s/ W. S. Gideon  
W. S. Gideon  
General Manager

"The above terms and conditions under which the elevation of Lake Austin is to be lowered in January, 1961, are hereby declared to be satisfactory to and are accepted and approved by the City of Austin, this \_\_\_\_\_ day of \_\_\_\_\_

"CITY OF AUSTIN

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

Councilman Bechtol inquired as to the cost to the City to lower the lake. The Director of Electric Utilities stated that last year it ran about \$1200; and from a financial standpoint, now was a good time to lower the level. Councilman Bechtol made the following statement:

"I hope the property owners who are planning improvements on Lake Austin will be prepared to go in and finish their work in the time we have the lake lowered, because it costs money to keep the water level down, as we have to reimburse the L. C. R. A. If people come in and ask us to extend the time for it to remain lower, I will, for one, ask them to reimburse the city for the cost. If they request additional time they should be prepared to help the City. Also that those wishing to make shoreline improvements make application to the City as soon as possible so they can get the approval while the lake is down."

The City Manager stated the lowering of the Lake would begin on January 9, and raising would start on February 1st. Councilman White moved that the City Manager be authorized to enter into this agreement with the L.C.R.A. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The City Manager submitted samples of the plaques, which Colonel Murphy has brought in, to be placed at the Terminal Building, as follows:

ROBERT MUELLER MUNICIPAL AIRPORT

AUSTIN, TEXAS - 1961

CITY COUNCIL  
TOM MILLER - MAYOR  
LESTER PALMER - MAYOR PRO-TEM  
HUB BECHTOL  
EDGAR PERRY III  
BEN WHITE

DEPARTMENT OF PUBLIC WORKS  
S. REUBEN ROUNTREE, JR. - DIRECTOR  
ROBERT E. BECKHAM - ENGINEER

CITY MANAGER  
W. T. WILLIAMS, JR.

CITY ATTORNEY  
DOREN ESKEW

CONSTRUCTION ENGINEERING  
ALBERT M. ELDRIDGE

DIRECTOR OF FINANCE  
J.D. HUFFMAN, JR.

DEPARTMENT OF AVIATION  
VANCE E. MURPHY - DIRECTOR

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MEMBERS OF CITY COUNCIL - 1951-59

W.S. DRAKE, JR. - MAYOR 1951-53	C. A. McADEN - MAYOR 1953-55
WILL T. JOHNSON - 1951-53	EMMA LONG - 1951-59
STUART McCORKLE - 1951-53	WESLEY PEARSON - 1953-59
TED R. THOMPSON - 1953-55	

ARCHITECTS - FEHR AND GRANGER

CONTRACTORS

B. L. McGEE COMPANY	DEAN JOHNSTON, INC.
PORTER PLUMBING COMPANY	

FEDERAL AVIATION AGENCY  
L.C. ELLIOTT - REGIONAL ADMINISTRATOR

Councilman White moved that the two plaques be approved as submitted. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The City Manager stated that the Terminal Building plans call for the City Seal to be inscribed in the terraza in the main lobby and he displayed samples of the colored terraza as submitted by the Director of Aviation. Councilman Bechtol moved that the color combination as recommended by the City Manager, Aviation Director, and Architects, be approved. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The City Manager stated there was a question as to background color. Mayor Pro-tem Palmer suggested that the City Manager work this out with the Architect.

The Council took no action on the annexation of the 22 acres of land out of the George W. Davis Survey No. 15, containing ALLANDALE TERRACE SECTION 2, ALLANDALE TERRACE SECTION 2, Phase 2, and 1.65 acres of unplatted land. Councilman Bechtol asked that it be postponed until he had an opportunity to see a plat on the area.

The Council discussed briefly the "City of Austin Electric Service Regulations" filed with it previously. Also discussed was the charge for the actual net cost of \$20.00 whichever was greater for furnishing "here and there" meter service. Councilman White inquired what was being paid now, and it was stated there were no charges made. He stated he would like to have this publicized, as he would not want to vote for it to go into effect today. It was suggested the charge could be made effective February 1, 1961. Councilman Bechtol moved that the Council adopt as official City policy the "City of Austin Electric Service Regulations" that have been in effect, with the addition of the \$20.00 or cost charge for the "here and there" meter loop; but that this charge not be put into effect until February 1, 1961. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The City of Austin Electric Service regulations are set as follows:

#### CITY OF AUSTIN

#### ELECTRIC

#### SERVICE

#### REGULATIONS

#### GENERAL STATEMENT OF PURPOSE

These Service Regulations are designed to govern the supplying and taking of electric service in such manner as will secure to each Customer the greatest practicable latitude in the enjoyment of service consistent with good service to himself and other customers, and with safety to customers and the City.

These Service Regulations and all Rate Schedules are on file in the City Clerk's office, and copies are obtainable by any Customer without charge upon request made in person, by telephone or by mail, at the City of Austin Electric Department Office, Electric Inspector's Office and the Water & Light Office.

These Service Regulations, subject to revision from time to time, supersede and annul all regulations by whatever term designated which may heretofore have governed the supplying and taking of the City's electric service.

#### SECTION I - DEFINITIONS

The following expressions when used in these Service Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

1. Customer: Any individual, partnership, association, firm, public or private corporation or governmental agency having City's service at any specified premises undivided by any street, alley, lane, court, avenue, public space and other private space.

2. City: The Electric Department of the City of Austin.
3. Electric Service: The availability of electric power and energy, irrespective of whether any electric power and energy is actually used. Supplying of service by City consists of the maintaining by it, at the point of delivery, of approximately the established voltage and frequency by means of facilities adequate for carrying Customer's proper load.
4. Point of Delivery: The end of City's service drop, or the point where City's wires are joined to Customer's wires or apparatus, unless otherwise specified in Customer's Service Agreement.
5. Customer's Installation: In general, all wiring, appliances and apparatus of any kind or nature on Customer's side of the point of delivery (except City's meter installation), useful in connection with Customer's ability to take electric service.
6. Service Drop: The wires, owned by City, connecting City's distribution facilities to Customer's service terminals.
7. Month: An interval of approximately thirty days between successive meter reading dates, except when the calendar month is specified.
8. Service Agreement: The agreement or contract between City and Customer pursuant to which service is supplied and taken.
9. Notice: Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, - the period of notice being computed from the date of such personal delivery or mailing.
10. Meter: The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure the power and energy supplied to any individual Customer at a single point of delivery.
11. Customer Extension: Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increases in capacity of any of City's existing facilities, or the changing of any line to meet the Customer's requirements, and including all transformers, service drops and meters.

## SECTION II - SERVICE AGREEMENTS

12. Form and Execution of Service Agreements: The application for service form, when properly executed, constitutes a Service Agreement except that service to certain large commercial and industrial loads, any temporary service, any standby or supplementary service, or any service requiring a contributory Customer extension shall require the execution of the proper Agreement for Electric Service form.

If service is supplied by City and used by Customer before a Service Agreement is signed, the provisions thereof will nevertheless apply.

13. Term of Service Agreements: Unless otherwise provided, Service Agreements are to continue in affect for an initial period of three consecutive years.

14. Renewal and Termination of Service Agreements: Unless otherwise provided, the term of each Service Agreement is automatically extended from its original expiration date for additional successive periods of one year each, unless either party notifies the other in writing not more than 30 days nor less than 10 days prior to the end of any such period, of its desire to terminate such Agreement.

Whenever the term of a Service Agreement is extended, or when a new Service Agreement superseding an existing one is entered into, the Demand previously established by Customer is considered as having been established under the extended term, or term of the new Service Agreement, as the case may be.

15. Customer's Right to Cancel Service Agreement or to Suspend Service: Except as otherwise provided in the Service Agreement, Rate Schedules or elsewhere in these Service Regulations, Customer may give City ten days' notice of desire to cancel the Service Agreement whenever he no longer requires any electric service for the purposes mentioned in said Agreement. City will accept such notice as a cancellation of the Service Agreement after advising Customer of the charge for restoring service within twelve months and being satisfied that Customer no longer requires service.

If Customer is unable to use service due to any cause beyond Customer's reasonable control, the Service Agreement may, in City's discretion, be suspended in which case the term of the Service Agreement will be extended for a period of time equal to the period of suspension.

16. City's Right to Cancel Service Agreement or to Suspend Service: For any default or breach of a Service Agreement or these Service Regulations by Customer, including failure to pay bills within the specified period, City in addition to all other legal remedies may terminate the Service Agreement or suspend supply of service. No such termination or suspension, however, will be made by City without forty-eight hours notice to Customer, stating in what particular the Service Agreement has been violated, except that no notice need be given in cases of service diversion or unauthorized use or disposition of service by Customer. Also, no notice need be given in case of dangerous leakage or short circuit or other dangerous condition on Customer's side of the point of delivery, or in case of utilization by Customer of service in such manner as to cause danger to persons or property, or to jeopardize service to Customer or others. Failure of City at any time after any such default or breach either to suspend supply of service or to terminate the Service Agreement or to resort to any other legal remedy, or its exercise of any one or more of such remedies does not affect City's right to resort thereafter to any one or more of such remedies for the same or any future default or breach by Customer.

17. Change of Location of Customer: When customer changes his location he should give notice thereof to City prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and City has had a reasonable time, but not less than three days, to discontinue service.



If Customer moves to a location at which he requires electric service for any purposes specified in his Service Agreement, and at which address City has such service available under the same Rate Schedule, the notice of change is considered as Customer's request that City transfer such service to the new location, but if City does not have such service available at the new location the old Service Agreement is considered cancelled. City will make transfer of service as promptly as reasonably possible after receipt of notice.

18. Successors and Assigns: Service Agreements inure to the benefit of and are binding upon the respective heirs, legal representative and successors by operation of law of the parties thereto, but are voluntarily assignable by either party only with the written consent of the other, except that City may without Customer's consent assign any Service Agreement to any person or corporation in any lawful way acquiring or operating all or any part of City's property used in supplying service under such Agreement.

### SECTION III - SUPPLYING AND TAKING OF SERVICE

19. Supplying of Service: Service is supplied only under and pursuant to these Service Regulations and any modifications or additions thereto lawfully made, and such applicable Rate Schedules as may from time to time be lawfully fixed. Service is supplied under a given Rate Schedule only at such points of delivery as are adjacent to facilities of City adequate and suitable as to capacity and character for the service desired. Otherwise, special agreements between Customer and City may be required.

Service will not be supplied to any premises if at the time of application for service the applicant or any member of his immediate family is indebted to City for service previously supplied at the same or other premises until payment for such indebtedness shall have been made.

20. Continuity of Service: The City will use reasonable diligence to supply steady and continuous service but does not guarantee the service against irregularities or interruptions.

When necessary to make repairs to or changes in City's generating equipment, transmission or distribution system, or other property, City may without incurring any liability therefor suspend service for such periods as may be reasonably necessary and in such manner as not to inconvenience Customer unnecessarily.

21. Remetering For Resale of Service: Service is supplied directly to Customer through City's own meter and is to be used by Customer only for the purposes specified in and in accordance with the provisions of the Service Agreement. Service is for Customer's use only and under no circumstances may Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of remetering for resale of service. City may discontinue the supplying of service to Customer until such unauthorized act is discontinued.

22. Service to Adjacent Premises: In no case may Customer extend or connect his installation to lines across or under a street, alley, lane, court, avenue, public space or other private space in order to obtain service for adjacent property through one meter even though such adjacent property be owned, controlled or occupied by Customer. City may discontinue the supplying of service to Customer until such unauthorized act is discontinued.

23. Customer's Responsibility: Customer assumes all responsibility on customer's side of the point of delivery for the service supplied or taken and shall save City harmless from and against all claims for injury or damage to persons or property as well as releasing and discharging City for all damages suffered (1) by reason of electric current furnished to the premises, (2) or by reason of interruption, discontinuance, or disconnection of service from any cause other than negligence by City, or (3) by reason of the condition, maintenance, location, use, or existence of any of the facilities, systems, fixtures, appliances and apparatus located on or adjoining the property supplied, and by which such services are furnished or delivered.

24. Right-of-way: Without reimbursement, Customer will make or procure conveyance to City of right-of-way satisfactory to it across the property owned or controlled by Customer for City's lines or extensions thereof necessary or incidental to the supplying of service to Customer.

25. Access to Premises: Customer shall so maintain his premises that City's agents shall have safe and convenient access to all necessary portions thereof at all reasonable hours for the purpose of maintaining, removing, or replacing City's property, reading meters, trimming trees or shrubbery, inspecting wiring and apparatus, and all other purposes incident to the supplying of service to Customer.

26. Location of Customer's Service Terminals: Customer's service terminals are to be located at a point readily accessible to City's service facilities, such point to be determined by City.

#### SECTION IV - CUSTOMER'S INSTALLATION

27. Nature and Use of Installation: All of Customer's wires, apparatus and equipment shall be selected with the view to obtaining safety, good efficiency, good voltage regulation and the highest practicable power factor. Customer may not employ or utilize any equipment, appliance or device so as to affect adversely City's service to Customer or to others. When three phase service is supplied by City, Customer will control the use thereof so that the load at the point of delivery will be maintained in reasonable electrical balance between the phases.

28. Changes In Installations: City's service drops, transformers, meters, and other facilities used in supplying service to Customer have a definite limited capacity. Customer shall give notice to City and obtain City's consent, before making any material changes or increases in Customer's installation. City as promptly as possible after receipt of such notice will give its written approval to the proposed change or increase, or will advise Customer upon what conditions service can be supplied for such change or increase.

29. Inspection by City: City shall retain the right, but does not assume the duty, to inspect Customer's installation at any time for conformance to these Service Regulations, and to refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition. Liability therefor to be covered in 23.

#### SECTION V - CITY'S INSTALLATION

30. Installation and Maintenance: Except as otherwise provided in these Service Regulations or the Service Agreement, City shall install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except meters on Customer's side of the point of delivery. Only City's agents are authorized to connect City's service drop to Customer's service terminals. City shall connect to Customer's service terminals as provided in installation Standards for Electric Service. These Standards provides that connections shall generally be made for secondary service under the following conditions:

(a) In Overhead Areas: City shall extend its overhead service drop, supply one set of service drop attachment fittings and make connection to Customer's service terminals. When Customer's service terminals cannot reasonably and safely be reached by a 75 foot span inside Customer's premises, the additional length of service drop, including intermediate supports, shall be supplied and installed by City at Customer's expense, with title thereto remaining in City.

(b) In Underground Areas: City shall install cable ducts and cable for the service drop from its manhole or mains to Customer's property line and make connection to Customer's service terminals.

31. Protection by Customer: Customer shall protect City's wiring and apparatus on Customer's premises and shall not permit anyone but City's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of City caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

#### SECTION VI-- METERING

32. Installation: City shall furnish and install the necessary meter and Customer shall provide and maintain a location free of expense and satisfactory to City for installation thereof.

33. Evidence of Consumption: The registration of City's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by Customer.

34. Tests: City shall test its meters and maintain their accuracy of registration in accordance with good practice. On request of Customer, City will make a special test. If any such special test shows the average registration of a meter to be in error by more than 4%, fast or slow, City shall bear the cost of the test and shall make billing adjustment under the provision of Rule 37. If the amount of this error is less than 4%, fast or slow, Customer may be required to bear the cost of the test, the minimum charge therefor being \$5.00. The average registration accuracy of a meter is taken as the mean of full load (100% of rated load) accuracy, and light load (5-10% of rated load) accuracy. At City's discretion, tests may be made under average load conditions.

## SECTION VII - BILLING

35. Billing Periods: Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at City's option. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof.

36. Separate Billing: At each point of delivery the use of service shall be metered separately for each Customer served. A separate Service Agreement shall be required and bills shall be separately calculated for each separate meter.

37. Adjustment for Inaccurate Meter Registration: In the event that any routine or special test of a City meter discloses its average accuracy of registration to be in error by more than 4%, fast or slow, then all bills affected by such error of registration, and which were rendered for service supplied during the previous three months, will be suitably adjusted, except that such adjustment will not be carried back for more than one-half of the elapsed time since the last test. In case the accuracy of registration for the prescribed period cannot reasonably be determined then all bills affected will be corrected by City on the basis of the best available data. Whenever any bill or bills have been adjusted or corrected as provided above, City will refund to Customer any amount found to have been collected in excess of the proper amount or Customer will pay to City any additional amount found to be due, as the case may be.

38. Charge for Restoring Service: If service to Customer is discontinued by City for non-payment of bill or other violation of the Service Agreement, then before service is re-established Customer shall pay City all costs of discontinuing and re-establishing service, but not less than \$2.00.

If service to Customer has been cancelled at Customer's request within the preceeding twelve month period, then before service is re-established Customer shall pay City any charges that would have accumulated by application of the proper Rate Schedule during the interval of disconnection in addition to the costs of discontinuing and re-establishing service.

39. Unlawful Use of Service: In any case of tampering with meter installation or interfering with the proper functioning thereof or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer is liable to immediate discontinuance of service as provided in Paragraph 16 of these Service Regulations, and to prosecution under applicable laws, and City shall be entitled to collect from Customer at the proper Rate Schedule for all power and energy not recorded on the meter by reason of such tampering, interfering, or other unlawful use of service diversion (the amount of which may be estimated by City from the best available data), and also for all expenses incurred by the City on account of such unauthorized act or acts.

40. Selection of Rate Schedule: When a prospective Customer makes application for service the City will rely upon Customer's statement as to the class of service desired - Residential or General Service. The Residential Service Rate Schedule is available only for residential purposes, as distinguished from commercial or profit-making purposes, in or about the premises of farm or a single family dwelling unit.

Where both commercial and residential usages exist on Customer's premises, Customer may elect to receive all such service on the general service rate or may segregate his residential usage to receive such service at the residential rate.

If for any cause a Service Agreement is entered into in which is specified a Rate Schedule not applicable to the class of service taken, upon discovery of the error all bills rendered during the preceeding twelve months will be recalculated in accordance with the proper Rate Schedule and any excess paid shall be refunded by City or any balance due shall be paid by Customer, as the case may be.

41. Change to Optional Rate Schedule: A Customer being billed under one of two or more optional Rate Schedules applicable to his class of service may elect to be billed on any other applicable Rate Schedule by notifying City in writing, and City will bill Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of Rate Schedule may not make another such change within the next twelve months.

#### SECTION VIII- DEPOSITS

42. When Required: City may at any time during the life of any Service Agreement require a deposit or guarantee satisfactory to City to secure the payment of bills as they become due. Such deposit or guarantee may be held without interest until final settlement of Customer's account; any balance remaining will be held without interest subject to Customer's order. The amount of such deposit will be not less than the sum of the Customer's two greatest consecutive monthly bills as estimated by City initially from Customer's application for service or as thereafter ascertained.

43. Application of Deposit: If Customer shall fail to pay any bill within one month from the last meter reading date indicated on the bill, City may use all or part of any deposit made by Customer in liquidation of such bill. If Customer shall fail to restore the deposit upon two days notice, City without further notice may discontinue service until deposit is restored and reconnection fee is paid; meanwhile any deposit balance remaining after deducting therefrom the bill for service rendered to date of discontinuance thereof will be held without interest, subject to Customer's order.

#### SECTION IX - APPLICATION OF CHANGES AND ADDITIONS TO, AND CONFLICTS IN SERVICE REGULATIONS AND RATE SCHEDULES

44. Application of Service Regulations: On and after their effective date, these Service Regulations as lawfully amended or modified from time to time, shall govern all the following situations:

- (a) New Service Agreements.
- (b) Service Agreements now existing which are subsequently amended, modified, or changed.

- (c) Changes in existing Customer extensions, service drops, Customer's installations, point of delivery, or electric service which are made at Customer's request, whether or not such changes require amendment, modification or change of an existing service agreement.

When practicable, thirty day's notice, either by mail or by publication in local newspaper, will be given to any Customer affected by any Service Regulation change, addition or substitution.

45. Correlation of Customer's Service Agreements, Rate Schedules, and Service Regulations: If any doubt should arise concerning the conditions under which service is to be rendered due to different provisions concerning a related subject in any customer's Service Agreement, Rate Schedule, or these Service Regulations the provisions of the Customer's Service Agreement shall take first precedence, followed next by the provision of the Rate Schedule, and next by these Service Regulations; provided, however, that the expression: "conditions under which service is to be rendered" as used herein shall not be construed to include rates or fees prescribed by the governing body of the City of Austin and which may be subsequently amended or changed by the governing body.

#### SECTION X - CUSTOMER EXTENSIONS

46. Extensions at City's Expense: The City at its own expense will furnish, install and maintain any necessary line transformers, meters and service drops for any Customer extension which the City in its sole discretion deems to be reasonably permanent.

The City at its own expense will furnish, install and maintain any necessary line extension to serve the electric requirements which the City in its sole discretion deems to be reasonably permanent on the premises of any applicant within the City of Austin.

The City at its own expense will furnish, install and maintain 1000 feet of line extension to serve the electric requirement which the City in its sole discretion deems to be reasonably permanent on the premises of any applicant within the City's prescribed service area but outside the City of Austin. Such length of line extension is defined as the distance along the route determined by City from (a) the nearest existing distribution pole carrying lines deemed by the City to be of a suitable character to supply applicant's requirement, to (b) the point where applicant's service drop is attached to the last pole of the line extension.

47. Extension at Customer's Expense: Where the length of a line extension exceeding the free limits of paragraph 46 is required to render electric service to an applicant within the City's prescribed service area but outside the City of Austin, applicant will be required to make a non-refundable contribution in aid of construction to cover the cost of furnishing and installing such excess length of line extension.

Where City in its sole discretion deems applicant's requirements for electric service to be of doubtful permanency, applicant will be required to make a contribution in aid of construction to cover the cost of furnishing, installing and removing all facilities necessary to render such temporary electric service.

Any Applicant requesting electric service of a character deemed at the City's sole discretion as unnecessary to adequately serve the Applicant's requirements for electric service shall be required to make a non-refundable contribution in aid of construction to cover the cost of furnishing and installing such additional facilities. Such contribution shall be not less than \$50.00.

The City Manager reported a telephone request from the Headquarters-for-Maverick-for-Senator asking for two parking spaces at 1403-05 Lavaca. Councilman Bechtol moved that the request be DENIED. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
 Noes: None  
 Absent: Mayor Miller

Councilman White moved that since the zoning ordinance had been changed to permit beauty parlors in "A" Residence with certain conditions, that the following applicant be informed of this change in the text, and that she be requested to withdraw the following zoning application:

MRS. CLAUDIA McPHAUL	3414 (3502) East 12th Street	From "A" Residence To "B" Residence NOT Recommended by the Planning Commission
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The motion, seconded by Councilman Bechtol, carried by the following vote:  
 Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
 Noes: None  
 Absent: Mayor Miller

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The Mayor Pro-tem announced that a request had been received from the Attorney representing the following zoning application, asking that it be withdrawn:

JOSE C. GARCIA	2712 Canterbury Street	From "A" Residence
By John B. Selman	80-84 Pleasant Valley Rd.	To "LR" Local Retail NOT Recommended by the Planning Commission

Councilman Bechtol moved that Mr. Selman's request be accepted and that he be permitted to withdraw the application. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
 Noes: None  
 Absent: Mayor Miller

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

FRED C. MORSE  
By Roger Hanks

2214 College Avenue  
(2214 South Congress)

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

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

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KEYSTONE REALTY CO.  
INC.  
By Virgil Lott

1212-1300 (1208)  
Springdale Road

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

Councilman Bechtol moved that the change to "B" Residence be granted. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The Mayor Pro-tem announced that the change had been granted to "B" Residence and the City Attorney was instructed to draw the necessary ordinance.

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COMMUNITY REALTY CO.  
By V.E. Ballard

1148 Airport Blvd.

From "C" Commercial  
To "C-1" Commercial  
RECOMMENDED by the  
Planning Commission

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

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O. F. HENDERSON  
By Richard Hooper

4705 Harmon Avenue

From "A" Residence  
To "C" Commercial  
RECOMMENDED by the  
Planning Commission

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

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J. E. SULLIVAN

2201-03 Manor Road  
2207-17 Coletto Street

From "C" Commercial  
To "C-1" Commercial  
RECOMMENDED by the  
Planning Commission

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

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

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U-TOTEM, INC.  
By Robert J. Potts, Jr.

2408 Greenlawn

From "C" Commercial  
"C-1" Commercial &  
"C-2" Commercial  
To "C-1" Commercial  
RECOMMENDED by the  
Planning Commission

Letter on file regarding conditions to be met. Councilman Bechtol moved that the change to "C-1" Commercial be granted. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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

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A. H. RITTER                      1000-10 (1104) Manor Road    From "C" Commercial  
    2301-11 Interregional        To "C-2" Commercial  
    Highway                      RECOMMENDED by the  
                                         Planning Commission

Councilman White moved that the change to "C-2" Commercial be granted.  
 The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes:    Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
 Noes:    None  
 Absent: Mayor Miller

The Mayor Pro-tem announced that the change had been granted to "C-2" Commercial and the City Attorney was instructed to draw the necessary ordinance.

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SAMMIE JOSEPH                      616-618 Lamar Boulevard    From "C" Commercial  
 By J. P. Darrouzet                      To "C-2" Commercial  
    RECOMMENDED by the  
    Planning Commission

Councilman White moved that the change to "C-2" Commercial be granted.  
 The motion, seconded by Councilman Perry, carried by the following vote:

Ayes:    Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
 Noes:    None  
 Absent: Mayor Miller

The Mayor Pro-tem announced that the change had been granted to "C-2" Commercial and the City Attorney was instructed to draw the necessary ordinance.

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JOHN R. KUCHAR                      1710-1806 West Avenue        From "B" Residence 1st  
    and south 60' of the            Height & Area  
    tract                              To "B" Residence 2nd  
                                         Height & Area  
    RECOMMENDED by the  
    Planning Commission  
    and to include south  
    60'

MR. BRADLEY BOURLAND represented the applicant stating off-street parking was provided for 105 cars and showing the plan for the driveway. It was brought out that 40 apartment hotel units could be built under the present zoning. Mr. Bourland's plan called for 50 units. Opposition was expressed by MRS. J. D. FINLEY, as to additional traffic; by MR. CHRYS DOUGHERTY representing Mrs. J. W. Scarbrough and Mrs. W. S. Gilbert, who discussed the change of plans submitted at this meeting from those previously submitted; and opposed the zoning change, as this area was set out in the Plan as a low density development, that traffic will be increased, and the value of her home would be destroyed. He stated that 80 efficiency apartments could be placed on this location under this change of height and area. He said the action of the Plan Commission was not unanimous. He asked that the people who had considerable investment in their homes be given

consideration. MRS. GEORGE SHELLY, 1600 West Avenue opposed the zoning, on the additional traffic it would create, on the fact there was no need, as other apartments have vacancies, and on the fact the neighborhood was still a nice well kept one. If the plans were changed again, 80 apartments could be erected. JUDGE McCLENDON stated the increase in population and increase of cars in an already congested area, could in many respects, be detrimental. MRS. RAYMOND DEAR, 1707 Pearl, opposed as her home would be affected, and as the increased traffic would be extended on Pearl Street. MRS. PERRY JONES, 1807 Pearl, opposed as her property was behind this area where the 100 cars would be coming in and out. MR. E. AHLGRIMM did not oppose the zoning, but had two problems-- zoning and water. He said there were several uses; and he would like to have his street properly zoned, as it is not "A" any more. Since the Fraternity paved its park area, there had been a lot of drainage trouble ever since, as water drains from three sides of the particular property. MR. SMARTT, owner of the property at 1701 West Avenue, favored the change, as he intended to build an office on this side. COUNCILMAN BECHTOL asked if the applicants could get by on the "B" 1st Height and Area. MR. BOURLAND said they had tried to figure a way of doing that, but they could not work it out, and would have to have 50 units. Councilman Bechtol asked if they would write a letter stating they would not construct more than 50 units on this, and Mr. Bourland stated they would. Councilman Bechtol stated the area was changing, and this would not be a great deal of change other than the 60', and that the property was suited for 50 units. Councilman Bechtol moved that subject to the applicants' filing a letter that they will restrict the number of units on this to 50, and that they will furnish off-street parking, that the application be granted. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
 Noes: None  
 Absent: Mayor Miller

The Mayor Pro-tem announced that the change had been granted to "B" Residence 2nd Height and Area and the City Attorney was instructed to draw the necessary ordinance.

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M. H. CROCKETT, JR.  
 By G. H. Spurlock

Tract 1  
 5420 A Airport Blvd.

Tract 1  
 From "C" Commercial  
 To "C-1" Commercial

Tract 2  
 5420 B Airport Blvd.

Tract 2  
 From "C" Commercial  
 To "C-2" Commercial  
 Both Tracts RECOMMENDED  
 by the Planning  
 Commission

Mr. Spurlock and Mr. Crockett, Sr., represented the application. MR. SIMON SIMS opposed the change and submitted a list of names expressing opposition. They did not object to a restaurant, but opposed the sale of beer and liquor. Opposition was expressed also by JOHN CORDELL, and SAMMIE CORDELL. After discussion Councilman White moved that the change be granted. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The Mayor Pro-tem announced that the change had been granted to "C-1" Commercial for Tract 1 and "C-2" Commercial for Tract 2 and the City Attorney was instructed to draw the necessary ordinance.

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O. J. RHEA ESTATE

2403 Red River

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

Councilman Perry stated the Planning Commission had recommended that this change be denied, after considerable study on their part. On each of these zoning cases, they spend a lot more time studying them than the Council could. He stated he had to make it a procedure to support the Plan Commission with his vote in almost all situations. He said that had been his policy, as he thought the nine members of the Planning Commission could bring in a recommendation more intelligent to bear on the decision than he could. MR. RHEA asked that under those conditions, he would like to withdraw the application. Councilman Bechtol moved that Mr. Rhea be granted permission to withdraw the application. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

Later in the meeting, Councilman Bechtol moved to rescind the action taken on the O. J. RHEA ESTATE and put it on the pending list, deferring action at this time. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

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ALICE B. HOLMES

2307-09 Leon Street  
1021-1025 West 24th  
Street

From "O" Office  
To "LR" Local Retail  
NOT Recommended by the  
Planning Commission

Mr. Frank Kerbow represented the applicant, stating they had a lease with the Texaco people subject to this zoning. No one appeared in opposition. Councilman White moved that action be deferred and that this application be put on the pending list. The motion, seconded by Councilman Perry, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

TEXAS & NEW ORLEANS  
RAILROAD  
By Donald J. Weigand

419-21 Koenig Lane

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

TEXAS & NEW ORLEANS  
RAILROAD  
By Donald J. Weigand

711-13 East 53 $\frac{1}{2}$  Street

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

TEXAS & NEW ORLEANS  
RAILROAD  
By Donald J. Weigand

6901-33 Airport Blvd.

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

MR. WEIGAND represented all three applications, reviewing statements made in the Planning Commission recommendation. He read a letter from Dr. A. R. LAUER, Professor & Director of Psychology Drivers Research Laboratory of Iowa State College, stating that ". . . numerous signs in the driver's field of visions in no way affected his efficiency. ."; and a letter signed by GOVERNOR PRICE DANIELS stating "Your fine cooperation with the Governor's Highway Safety Commission in providing poster space for the safety campaign was a major contribution toward one of the best traffic safety records we have had in years, in this particular holiday period." He said the organization had contributed over a half million dollars to traffic safety. He described the signs that would be placed there. No one appeared in opposition. Councilman Perry moved to place these applications on the pending list. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer  
Noes: None  
Absent: Mayor Miller

The Council recessed until 2:30 P.M.

RECESSED MEETING

2:30 P.M.

At 2:30 P.M. the Council resumed its business.

MR. DAVID BARROW had a letter asking the Council to annex NORTHWEST HILLS SUBDIVISION, and said arrangements had been made for water, sewer, and gas. Later in the meeting Councilman Bechtol 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 ANNEXA-  
TION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF  
33.00 ACRES OF LAND, MORE OR LESS, SAME BEING ALL OF  
NORTHWEST HILLS SECTION 4 AND 0.29 OF ONE ACRE OF  
UNPLATTED LAND OUT OF AND A PART OF THE T. J.  
CHAMBERS 8 LEAGUE 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 White, carried by the following vote:

Ayes: Councilmen Bechtol, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Not in Council Room when vote was taken: Councilman Perry

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

Ayes: Councilmen Bechtol, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Not in Council Room when vote was taken: Councilman Perry

MR. DAVID BARROW made application for permission to deepen the creek at the mouth of DRY CREEK. Councilman Bechtol moved that this application be approved subject to the approval of Councilman White. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Not in Council Room when vote was taken: Councilman Perry

The City Manager reported on a meeting with the Retirement Board at which it considered the matter of employing an Actuary to make a new study of the retirement system to see if some improvements could be made in the benefits without any additional costs. He stated a firm out of Dallas, MORSS & BRET had been suggested, and contacted, and Mr. Bret had given a proposal for the amount of work and the amount of his fee. The Board recommended that the Council employ this firm to make the study of the Retirement System. The fee was \$4,500. Councilman White moved that the City Manager be instructed to proceed with employing the Actuary on the basis he was talking about. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Not in Council Room when vote was taken: Councilman Perry

The City Manager stated that for about four or five years, the Administration had been discussing the matter of constructing an electric line between the Seaholm Plant and the new Power Plant when it was built, and had shown the Council pictures of this line from time to time. He stated he understood from the Director of the Power Plants that the installation of this tie between the two plants would permit them to fully base load both plants, and the savings

would be \$161,000 a year by being able to base load the plants. He said the total cost of this line would be \$120,000, provided it were constructed overhead. It would be nearly a million dollars underground. The City Manager showed pictures of the steel poles which he would recommend on the route down to the Holly Street area, where then wooden poles could be used. He said light brackets could be mounted on these steel poles. After discussion, Councilman Bechtol moved that the City Manager be authorized to proceed. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Not in Council Room when vote was taken: Councilman Perry

Councilman Perry enters the Council room.

The City Manager made a report on the Out-patient eligibility scale at the Hospital, stating that the Council on August 19th, in a special meeting, passed a motion that the eligibility scale for out-patients, recommended by the Board, be approved by the Council and implemented as soon as possible. He stated the Administrator had ordered a special cash-register machine that stamps a receipt, and was now waiting for delivery. The City Manager asked if the Council wanted to put the scale into effect before the machine is received; if so, it could be done within a week. He said this was a matter of handling money, and the Auditor had recommended that these special cash registers be used; but the scale could be put into effect. Councilman White suggested that they get started. The City Manager explained the two ways they could proceed with the cards outstanding--(1) anyone presenting a card, the card could be cancelled right then. This would not give much time to check into the particular case. (2) On the date the card expires, it would be known whether or not the holder would qualify; and if they could be classified, when the cards expire, it would be an easier way to handle this. Mayor Pro-tem Palmer suggested that Mr. Williams be authorized to put the scale into effect prior to the receipt of the equipment, and handle it on the basis he recommended. Councilman White moved that the eligibility scale for out-patients, recommended by the Board and approved by the Council on August 19, 1960, be placed in effect as to each person eligible as present eligibility cards expire, beginning that installation immediately. The motion, seconded by Councilman Bechtol, carried by the following vote:

Ayes: Councilmen Bechtol, Perry, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Councilman Bechtol asked when the machine was ordered.

The City Manager stated that the Director of Recreation has a plan of expenditures for Capital improvements for this fiscal year, which he would like for the Council to look over and approve. The Director of Recreation passed out copies of statements showing what was proposed for 1960-61, and what was proposed in the Capital Improvement Program from 1961-65. The Council studied closely the projects listed in the current year, and the Director of Recreation went into detail on the plans for each project. As the Council summarized the expenditures, they suggested leaving out of this years projects, Item No. 14,

Camp Mabry Golf-\$150,000; Item 16, Land - New Golf Course, \$50,000; Item No. 18, Garden Center - \$40,000; Item 20, River Front - \$200,000; Items 22 and 23, Land for North District and South District Parks, \$75,000 each. Mayor Pro-tem Palmer suggested that MR. SHEFFIELD check with the schools on what they will do, and the Council would check on the way the bonds could be issued. He suggested that this be continued over until next Thursday at 2:00 P.M.

COLONEL W. A. KENGLA, Civil Defense Director, appeared before the Council to present information concerning Civil Defense and Survival, stating that Austin was one of the target areas, and possibly 18 minutes' warning time could be given before an attack. List of particular statements which Colonel Kengla emphasized on file under CIVIL DEFENSE.

The Assistant City Manager, MR. JIM WILSON, stated the Civil Defense program would get well under way in January and February, with publicity, and the warning system would be completed about that time. He listed several questions that were being asked--(1) What will be done with students; (2) What will be done about the small school children; (3) Is there a conflict between the Evacuation Plan and Shelter Plan; and (4) Taxing the Shelters. He reported on a future purchase of an emergency generator and mobile community center.

Councilman Bechtol made inquiry about the contract with MR. COTTON on the Missouri-Pacific Boulevard engineering. The Director of Public Works made a report on meeting with Mr. Cotton, stating there were several proposals, and he would try to have something to submit by next Thursday.

The City Attorney made a report on his personal visit with MR. OSWALD WOLF, concerning the purchase of property on Interregional Highway. He filed with the Council a copy of Mr. Wolf's letter, dated October 30, 1958, and a copy of the contract which Mr. Wolf signed in 1953. He pointed out the difference in the actual language of the contract and in the language in Mr. Wolf's letter. He stated that Mr. Wolf admitted the contract was authentic and that the words in his letter are not in the contract. However, Mr. Wolf said that he had understood that if the city did not have anything on that property within five years, that he would be entitled to buy it back, although the contract does not use the expression "is not using", but "does not need". The City Attorney stated that Mr. Wolf had asked him to tell the Council that Mr. Wolf thinks the City is welching on its trade with him if it does not sell him this property back for \$400.00 and that Mr. Wolf thinks he has been badly mistreated and poorly dealt with, and that he does not think this is the kind of gratitude he should receive for his fourteen years of public service. The City Attorney stated that he advised Mr. Wolf to consult with his lawyer but that Mr. Wolf said he would not do so, because he was still going to sue the City, even if he lost his law suit, because he did not think he was being treated right.

Councilman White asked if we were going to need this property, and the City Attorney stated it has always been needed for a substation site and that the Director of Electric Utilities had said the building of the Interregional Highway made it more necessary than ever to put a substation there because the Interregional Highway could not be spanned. Councilman White said he would tell him to go on to the Court House.



The City Attorney stated this contract technically was merged in the deed which Mr. Wolf gave, and that he would have had no option except through the subsequent contract which was prepared and delivered to him. The City Attorney stated Mr. Wolf admitted he did have the original copy of the subsequent contract, copy of which was also handed to the Council. He said this contract spelled out in detail exactly how the determination of "no need" would normally be made, and he read from the contract, "If it is determined by the City Council of the City of Austin by resolution duly adopted within five (5) years from date of this instrument that any substantial portion of the above described property lying west of the west boundary of the street, as hereafter developed as said Inter-regional Highway is not needed for any public purposes".

The City Attorney stated that if the Council had any further instructions, he would be glad to receive them; if not, he would proceed as he had been instructed about three weeks ago. Mayor Pro-tem Palmer stated the Council told him to tell Mr. Wolf we would have need for it. The City Attorney stated the only way his option could come into existence would be by the Council having determined that the City did not need the land. If the Council now determines the City does not need it and wants to sell it to him for \$400 it may do so.

Councilman Bechtol moved that the Council reiterate the instructions given the City Attorney in the past on the need that the city has for this property on East Avenue. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Bechtol, White, Mayor Pro-tem Palmer

Noes: None

Absent: Mayor Miller

Not in Council Room when vote was taken: Councilmen Perry

Instruments filed with the City Council are as follows:

"October 30, 1958

"City of Austin,  
Municipal Bldg.,  
Austin, Texas.

"Mayor and Members of the City Council,

"Dear Friends,

"On July 31, 1953 I entered into an agreement with the city to sell them Lots 4 and 5, Block F, R. C. Lambie Resubd., etc.. Parts of the lots were to be used for the Interregional Highway.

"In the agreement the following provisions, among others, was included, namely,

"The Owner shall have the option to repurchase that part West of the Interregional Right of Way line of the above lots described, within 5 years from date of deed, if the City is not using a substantial part of said portion for public purposes, for a consideration of \$ 400.00. "

"The date of the deed was October 31, 1953 and in accordance with the above

agreement, I hereby exercise my option and this is your notice that I want to purchase that portion of the above lots that was not used for the right of way and is not being used by the City for any public purpose. My check for \$400.00 is enclosed for payment for the same.

"At your convenience please send a proper executed deed for the land together with abstracts and other records that were furnished you at the time of the sale in 1953.

"Thanking you and with best wishes, I remain,

"Very truly yours,  
s/ Oswald G. Wolf  
Oswald G. Wolf,  
2111 Quarry Road  
Austin 3, Texas

"Copy to Mr. W. T. Williams,  
City Manager Austin, Texas."

"STANDARD PURCHASE MONEY CONTRACT FORM

"THE STATE OF TEXAS }  
COUNTY OF TRAVIS } THIS CONTRACT WITNESSETH that the undersigned, herein  
called Owners, whether one or more, agree to sell to the City of Austin, a  
municipal corporation situated in Travis County, Texas, and the City of Austin  
agrees to purchase for the consideration and upon the terms herein stated, the  
following described real estate situated in the City of Austin, Travis County,  
Texas, to wit: All of Lots 4 and 5, Block F, of R. C. Lambie's Resubdivision of  
the Voss Addition, a subdivision of Outlots 54, 55 and 71 of the Government Out-  
lots adjoining the Original City of Austin, Travis County, Texas, according to  
a map or plat of said Government Outlots on file in the General Land Office of  
the State of Texas, a map or plat of the Voss Addition being of record in Book  
2, page 167, Plat Records of Travis County, Texas, a map or plat of the R. C.  
Lambie's Resubdivision of the Voss Addition being of record in Book 3, page 85,  
Plat Records of Travis County, Texas. It is understood and agreed that the  
Owners shall retain all improvements situated thereon. It is further agreed  
that the Owner shall have the option to repurchase that portion west of the In-  
terregional Right of Way line of the above described lots within 5 years from  
date of deed if the City does not need any substantial part of said portion for  
public purposes, for a consideration of \$400.00.  
TOTAL PRICE: \$ 2400.00 to be paid by the City for full title to such  
property, free of all liens and encumbrances including current taxes, as follows:  
\$ 10.00 as earnest money at the signing of this contract, receipt of  
which is hereby acknowledged, which sum shall be considered as part of the pur-  
chase price, and the balance on delivery of the deed as herein provided.

TITLE EVIDENCE: Owners agree to deliver to said City, within fifteen (15) days  
from date, a complete abstract of title to said land; provided that in the event  
of failure of Owners to deliver said abstract, said City, at its option, may  
order same at the expense of Owners; the title thereto to be subject to approval

by the City Attorney of the City; and if upon examination of said abstract any defects in the title are found, then Owners shall have a reasonable time within which to cure the same; and in the event of failure of Owners to cure the defects the City, at its option, may cure the same to its satisfaction, and at the expense of Owners. Owners agree to furnish tax certificates showing all taxes have been paid through the year 1952. Taxes for the current year are to be prorated as of date of the deed.

**OWNERSHIP AND WARRANTY DEED:** Owners agree to convey to the City full title to such property for the consideration stated, or the interest therein found to be owned by Owners for a proportionate part of said consideration. Upon approval of title by the City Attorney, Owners agree to deliver a general warranty deed, properly executed, conveying full title to such property to the City, or whatever interest they may own in the same; the City shall then and there pay the balance, or proportionate part of said total price for whatever interest Owners may have.

**POSSESSION:** Owners agree to surrender possession of such property to the City at the time of delivery of the deed as herein provided or by September 1, 1953 whichever is later in time.

**PREPARATION OF DEED:** The City Attorney will prepare the deed to be executed by the Owners at no expense to them.

**BREACH OF CONTRACT:** If Owners fail to comply with the terms of this contract the City in addition to other remedies, shall have the right of specific performance of this contract. If the City fails to consummate this contract, except for title defects, Owners shall retain said earnest money as liquidated damages for all causes.

Owners and the City agree that said land is being sold to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

EXECUTED this 31 day of July, 1953, at Austin, Travis County, Texas

CITY OF AUSTIN

OWNERS

By s/ W. E. Seaholm  
City Manager

s/ Oswald G. Wolf

WITNESSES:

s/ I. B. Burns

s/ Clifton E. Speir"

"THE STATE OF TEXAS }

COUNTY OF TRAVIS }

"WHEREAS, the City of Austin purchased Lots 4 and 5, Block F, R. C. Lambie's Resubdivision of the Voss Addition, a subdivision of Outlots 54 55, and 71, Division "O" of the Government Outlots adjoining the Original City of Austin, Travis County, Texas, according to a map or plat of said R. C. Lambie's Resubdivision of the Voss Addition being of record in Book 3, page 85, Plat Records of Travis County, Texas, from Oswald G. Wolf, for the consideration of \$2400.00 cash and the further consideration of the option herein granted; and

"WHEREAS, said parcels of land were purchased by the City of Austin for right of way for the southerly extension of Interregional Highway from East First Street to the Colorado River, as well as for other public purposes; Now, Therefore:

"KNOW ALL MEN BY THESE PRESENTS:

"That the City of Austin, a municipal corporation situated in Travis County, Texas, acting by and through W. E. Seaholm, its City Manager, herein referred to as the City, for the consideration aforesaid, has granted and does hereby grant to Oswald G. Wolf, the following described option right, to wit:

"If it is determined by the City Council of the City of Austin by resolution duly adopted within five (5) years from date of this instrument that any substantial portion of the above described property lying west of the west boundary of the street, as hereafter developed as said Interregional Highway, is not needed for any public purposes, the said Oswald G. Wolf shall have the right and option to purchase the same from the City of Austin for the sum of \$400.00.

"If any such resolution is passed within said five-year term, the said Oswald G. Wolf shall be notified by mailing to him a copy of said resolution at his post office address within ten (10) days thereafter. If the said Oswald G. Wolf elects to exercise said option, he shall notify the City Manager of the City of Austin in writing within three (3) months from the date of said resolution that he desires to purchase such property; it being clearly understood and agreed that said Oswald G. Wolf is granted the right hereunder to buy said remaining substantial portion after the passage of said resolution but is under no obligation to do so. Failure on the part of said Oswald G. Wolf to notify the City Manager of the City of Austin of his desire to exercise said option within the said three-month period shall constitute a waiver of all rights hereunder.

"If and when said Oswald G. Wolf exercises his option rights herein granted to purchase said remaining substantial portion as herein provided, the City of Austin will, within fifteen (15) days from date such option is exercised deliver a complete abstract of title to said land and if, upon examination of said abstract, any defects in the title are found, then the City shall have reasonable time in which to cure same; provided, however, a guaranty of title issued by a reputable title company shall be sufficient in lieu of abstract of title. City of Austin agrees that if said option is exercised as herein provided, the City will convey to the said Oswald G. Wolf full title to such

property for the consideration above stated by general warranty deed, duly acknowledged.

"WITNESS the hand of the City of Austin this 2nd day of November, 1953.

"CITY OF AUSTIN

By: s/ W. E. Seaholm  
W. E. Seaholm  
City Manager

"ATTEST:

s/ Elsie Woosley  
City Clerk"

Councilman White inquired what was to be done with Magnolia's check. The City Attorney reviewed the matter briefly and made a recommendation. Councilman White stated he just wanted to check on the status. Mayor Pro-tem Palmer stated the Council would take no action at this time.

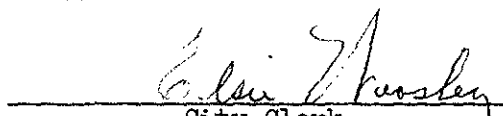
The Council heard a report from MR. BOB ARMSTRONG regarding his investigation of possibilities of a bookmobile trailer. Mr. Armstrong stated he had checked with WARD BODY WORKS, and this company was not certain as to its being able to furnish proper breaks and balances. HICKS TRAILER could furnish a shell and it could be reinforced. Mr. Armstrong said he could not make a recommendation because he did not know the requirements of a bookmobile trailer. He stated this trailer was airconditioned, and had balance equipment. He filed a brochure of trailers and specifications. Mayor Pro-tem Palmer thanked Mr. Armstrong for his help.

There being no further business, the Council adjourned at 6:30 P.M., subject to the call of the Mayor.

APPROVED

  
Mayor Pro-tem

ATTEST:

  
City Clerk