

## MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

December 4, 1958  
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Miller presiding.

Roll call:

Present: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Absent: None

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

Invocation was delivered by REV. SCOTT FIELD BAILEY, All Saints' Episcopal Church, 209 West 27th Street.

Councilman White moved that the minutes of the meeting of November 26, 1958, be approved. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Palmer, Pearson, White, Mayor Miller

Noes: None

Absent from the Council Room: Councilman Long

MRS. M. D. CHAPMAN and MRS. CLAUDIA ALLEN were spokesmen for a large group of citizens to protest the zoning of the property of TOM S. PLUMMER 1413-15 Webberville Road, changing it to "C-1" Commercial on October 23, 1958. Mrs. Allen submitted a petition signed by some 400 persons and read a statement requesting that the Council rescind its action in rezoning this property. She reported some trouble at another drive-in place in the area, which complaint was then turned over to the Assistant Chief of Police for investigation. Mrs. Chapman and Mrs. Allen outlined reasons why the group did not want the "C-1" zoning in this area. MRS. JOHN A. SHEPHERD, 1402 Springdale Road, represented herself, her mother, and the BOB RANSEYS who own 25 acres immediately across the street from the location, and expressed opposition to the change. The Mayor asked her to get the Ramsey's to send an a letter regarding this. MR. SMITH EVANS asked that beer not be allowed in this neighborhood. After lengthy discussion, the Mayor stated the Council would see about the deed restrictions of Grant Park and take the matter up with the City Attorney and get an opinion about what could be done about these two places. REV. H. PHILLIPS, spoke in

opposition to beer in this neighborhood. The Mayor stated he would try to get a report on what legal authority the Council had, and it would probably take about two weeks.

MR. WILLIE F. FERRELL, 309 West Mary, appeared before the Council, complaining that city employees were employed from outside the City, and that the City was making a practice of this. The Mayor stated that he and the Council had always been concerned about employing Austin people, and that there was a policy established in this line, and periodic checks made. Mr. Ferrell complained also about receiving tickets for driving without a license. He was advised to try to get his drivers license; and in the meantime get one of the hand books.

Councilman Pearson 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 of the City of Austin, be and he is hereby authorized and directed to execute a lease agreement between the City of Austin and Capitol Laundry and Dry Cleaning Company, in accordance with the terms of the lease agreement exhibited to the City Council.

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

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

Councilman Palmer offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, four public utility easements, each five feet in width, were reserved and dedicated to the public in, upon and across portions of Lots 47 and 48, Enfield E, a subdivision of a portion of the George W. Spear League, in the City of Austin, Travis County, Texas, according to a map or plat of said Enfield E of record in Book 3 at page 180 of the Flat Records of Travis County, Texas; and,

WHEREAS, the owner of the hereinafter described premises has requested that the hereinafter described public utility easements located on such premises be released; and,

WHEREAS, the hereinafter described easements are not now needed and hereafter will not be required by the City of Austin; Now, Therefore,

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

That W. T. Williams, Jr., City Manager, be and he is hereby authorized to execute a release of the public utility easements located on the hereinafter described premises:

Four (4) strips of land each of the said four (4) strips

of land being five (5.00) feet in width; the strips of land hereinafter described as No. 1 and No. 2 being out of and a part of Lot 47 of Enfield E, the strips of land hereinafter described as No. 3 and No. 4 being out of and a part of Lot 48 of said Enfield E, said Enfield E being a subdivision of a portion of the George W. Spear League in the City of Austin, Travis County, Texas, according to a map or plat of said Enfield E of record in Book 3 at page 180 of the Plat Records of Travis County, Texas, each of the said four (4) strips of land five (5.00) feet in width being more particularly described as follows:

No. 1:

Being the east five (5.00) feet of said Lot 47 of Enfield E.

No. 2:

Being the west five (5.00) feet of said Lot 47 of Enfield E.

No. 3:

Being the east five (5.00) feet of said Lot 48 of Enfield E.

No. 4:

Being the west five (5.00) feet of said Lot 48 of Enfield E.

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

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

Councilman Pearson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Southern Union Gas Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named and said maps or plans have been considered by the City Council; therefore,

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

That Southern Union Gas Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

(1) A gas main in MANSELL AVENUE, from a point 162 feet north of Delores Avenue northerly 13 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said MANSELL AVENUE.

Said gas main described above shall have a cover of not less than  $2\frac{1}{2}$  feet.

(2) A gas main in EASTFIELD AVENUE, from a point 50 feet north of Delores Avenue northerly 187 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to

the east property line of said EASTFIELD AVENUE.

Said gas main described above shall have a cover of not less than  $2\frac{1}{2}$  feet.

(3) A gas main crossing EASTFIELD AVENUE, beginning at a point 220 feet north of Delores Avenue in the east property line of said EASTFIELD AVENUE, thence in the westerly direction at right angles to said EASTFIELD AVENUE, a distance of 87 feet.

Said gas main described above shall have a cover of not less than  $2\frac{1}{2}$  feet.

(4) A gas main in DUVAL STREET, from a point 20 feet north of Koenig Lane southerly 21 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said DUVAL STREET.

Said gas main described above shall have a cover of not less than  $2\frac{1}{2}$  feet.

(5) A gas main in KOENIG LANE, from a point 10 feet east of the east right of way line of the Houston and Texas Central Railroad, Llano Branch, westerly 260 feet, the centerline of which gas main shall be 6.5 feet south of and parallel to the north property line of said KOENIG LANE.

Said gas main described above shall have a cover of not less than  $2\frac{1}{2}$  feet.

(6) A gas main in PEREZ STREET, from a point 325 feet north of East 12th Street northerly 622 feet, the centerline of which gas main shall be 6.5 feet west of and parallel to the east property line of said Perez Street.

Said gas main described above shall have a cover of not less than  $2\frac{1}{2}$  feet.

THE Southern Union Gas Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the best records we have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Southern Union Gas Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the Department of Public Works not less than three (3) days before such information is required. The Southern Union Gas Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets, and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager and under all the pertinent terms and conditions of the certain franchises granted to said company by the City of Austin.

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

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

Councilman Pearson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Franks and Hobbs Construction Company is the Contractor for the demolition of a building located at 109 East Ninth Street and desires a portion of the sidewalk and street space abutting on the west 45 x 92 feet of Lots 7 and 8, Block 97, of the Original City of Austin, Travis County, Texas, during the demolition of the building, such space to be used in the work and for the storage of materials therefor; therefore

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

1. THAT space for the uses hereinabove enumerated be granted to said Franks and Hobbs Construction Company, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at a point in the south property line of East Ninth Street, said point being 45 feet east of the east property line of the Congress Avenue alley; thence in a northerly direction and at right angles to the center line of East Ninth Street to a point 12 feet north of the south curb line; thence in a westerly direction and parallel with the center line of East Ninth Street 45 feet to a point; thence in a southerly direction and at right angles to the center line of East Ninth Street to a point being the northwest corner of the above described property; thence in a westerly direction and at right angles to the center line of Congress Avenue alley 5 feet to a point; thence in a southerly direction and parallel to the center line of Congress Avenue Alley 92 feet to a point; thence in an easterly direction and at right angles to the center line of Congress Avenue alley 5 feet to a point which is the southwest corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said Franks and Hobbs Construction Company, hereinafter termed "Contractor", upon the following express terms and conditions:

(1) That the Contractor shall construct a 4-foot walkway within the outer boundaries of the above described working space, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored, and without wood strips or obstructions of any kind along

the pavement within the walkway, and at any time in the opinion of the City officials it becomes necessary for any reason to install a board floor within the walkway, the Contractor shall upon notice from the Building Inspector immediately place such a wood floor and substantially support same to prevent sagging under load.

That the Contractor shall construct in the alley a guard rail within the boundary lines of the above described space, such guard rail to be at least 4 feet high and substantially braced and anchored.

(2) That the Contractor is permitted to construct in his working space a substantial gate which shall be kept closed at all times when not in use, and at all times that such gate is open, the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks. This gate is not to open out so as to impede vehicular or pedestrian traffic.

(3) That no vehicles in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "NO PARKING" signs shall be placed on the street side of the barricades.

(5) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(6) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such barricades.

(7) That provisions shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm water.

(8) That the Contractor shall place on the outside corners of any walkway, barricades or obstructions, red lights during all periods of darkness and provide lighting systems for all tunnels.

(9) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than February 2, 1959.

(10) That the City reserves the right to revoke at any time any and all the privileges herein granted or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(11) That the use and enjoyment of the spaces herein granted shall not be exclusive as against public needs, and the City, in making such grant reserves the right to enter and occupy any part or all of said space any time with its public utilities, or for other necessary public purposes.

(12) That any public utility, or public or private property disturbed or injured as a result of any of the activities necessary for the completion of the construction work and for said building projects, whether done by the

Contractor, City Forces, or public utilities, shall be replaced or repaired at the Contractors expense.

(13) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand Dollars (\$5,000) which shall protect, indemnify and hold harmless the City of Austin from any claims or damages to any person or property that may accrue to or be brought by any person by reason of the exercise or abuse of the privileges granted the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

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

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

The Mayor called attention to the fact that the Gas Company was making these borings in the streets, and the holes were left open. He asked that very careful checks be made on this. The Director of Public Works stated he would check with the Company again.

The City Manager submitted the following:

"December 3, 1958

"Mr. W. T. Williams, Jr., City Manager      Recreation Department Office Building

"Following is a list of the bidders for an office building for the Recreation Department, and the amount of their base bid.

Floyd Gibson	\$ 64,973.00
D. B. Ware	65,773.00
C. & H. Const.Co., Inc.	66,686.00
Gray & Becker	66,971.00
Thomas Hinderer	67,000.00
W. D. Anderson	67,200.00
Tom Holstein	68,656.00
W. J. Ebach	68,775.00
Thomas Const. Co.	70,440.00
Jones & Hazeltine	70,556.00
A. W. Bryant	70,574.00
Ricks Construction Co.	74,900.00
Richard Schmidt	79,888.00

"Floyd Gibson was the low bidder at \$64,973.00. Following is a list of items to be deducted from this contract which will reduce the low bid to the sum of \$63,343.00.

"1. Omit electrostrip above Cabinet #5	\$ 15.00
2. Change fixed panels in windows from Lupton No.6 to Lupton No. 8 or equal.	556.00
3. Omit screen tile and install 4 - 3"x6" Philippine Mahogany posts where screen tile occurs	218.00
4. Omit floor to ceiling glass on Office No. 1 and replace with typical interior wall.	86.00

- |   |                   |
|---|-------------------|
| "5. Omit all auxiliary duct heaters.  | \$ 710.00         |
| 6. Install exterior water faucets at wall of Storage Room, Womens Room, Office No.4, and east wall of General Office. Omit all other exterior faucets shown on plans. |                   |
|   | 45.00             |
|   | <u>\$1,630.00</u> |

"It is recommended that Floyd Gibson be awarded the contract to construct the building for \$63,343.00.

"Director of Recreation  
Beverly S. Sheffield"

Councilman Pearson offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 18, 1958, for the construction of an office building for the Recreation Department of the City of Austin; and,

WHEREAS, the bid of Floyd Gibson in the sum of \$63,343.00 was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of Recreation of the City of Austin and by the City Manager; Now, Therefore,

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

That the bid of Floyd Gibson in the sum of \$63,343.00 be and the same is hereby accepted, and W. T. Williams, Jr., City Manager of the City of Austin is hereby authorized and directed to execute a contract on behalf of the City of Austin with Floyd Gibson.

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

Mayor Miller asked that a follow-up be made on the complaint of J. H. MORTON about some poles being erected on his property at 4604 Ribbecke, and the drainage problem that resulted from the digging of the holes. The matter was referred to the City Manager to check with the Electric Department.

Councilman Long submitted a request from the BURGESSES on Springdale Road that they obtain information about six poles on their lot. She stated these poles were to be there for about two months, as this was a temporary line, and she asked that the Burgesses be notified about this.

The City Manager submitted the following:

"On December 11th, 1956, we received bids for supplying poles to the City. The bid specified contract be for a two year period with option by the City to extend for an additional two years.

"Invitation to bid was advertised in the paper for two consecutive weeks and in addition sent to all suppliers who had previously bid on our poles or



asked to bid.

"Only two bids were received - that of Koppers Company being lowest.

"Koppers' service has been excellent and the whole idea of the contract pole yard has worked out to the City's best advantage (see attached memo from Electric Distribution Superintendent).

"Koppers Company has sent us a letter asking that the contract be extended for an additional two years per our original bid sheet at the same prices made for the previous contract.

"It is recommended that we accept this because since 1956 both freight and creosote have advanced in price and they frankly told Mr. Turner and Mr. Brush that if it is bid they will bid a higher price.

"The City Attorney advises that there would be no necessity for competitive bids in view of the fact that the original contract containing the option clause was entered into on the basis of competitive bids.

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

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, on the 11th day of December, 1956, bids were received by the City of Austin for the furnishing of approximately 8300 creosoted poles of various sizes to the City Electric Department for a period of two years with an option in the City to extend the contract for an additional two years period; and,

WHEREAS, the bid of Koppers Company in the sum of \$382,345.40 was the lowest and best bid received; and,

WHEREAS, two years experience has demonstrated the desirability and economy of purchasing poles from the contract pole yard; and,

WHEREAS, it appears that because both the costs of freight and the costs of creosote which have advanced during the ensuing two year period would quite likely result in a higher price being paid by the City if new bids were taken at this time; and,

WHEREAS, the extension of the existing contract has been recommended by the City Manager and by the Purchasing Agent and by the Superintendent of Electric Distribution; Now Therefore,

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

That the contract of Koppers Company for supplying the City's needs for creosoted poles of various sizes for a period of two years from and after December 29, 1958, be and the same is hereby extended and W. T. Williams, Jr., City Manager, is hereby authorized and directed to execute an extension of said contract on behalf of the City of Austin with Koppers Company.

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

The City Manager explained a contract for pathologist services at the Hospital. Councilman Palmer offered the following resolution and moved its adoption:

(RESOLUTION)

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

That the City Manager, W. T. Williams, Jr., be and he is hereby authorized to execute on behalf of the City of Austin the attached contract between the said City and John R. Rainey, M. D. and Daniel M. Queen, M. D., Pathologists, as the act of the City of Austin.

(Contract attached)

THE STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made and entered into by and between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter designated as "City", acting herein by and through W. T. Williams, Jr., its City Manager, and JOHN R. RAINEY, M.D. and DANIEL M. QUEEN, M.D., hereinafter designated as "Pathologists", WITNESSETH:

I.

The City of Austin shall provide and maintain, at its hospital, known as Brackenridge Hospital, the space, utilities, supplies, equipment and personnel (technician and clerical) for the proper conduct of a department of clinical pathology for pathology services to all patients of Brackenridge Hospital, including clinic out-patient, in accordance with standards of the Joint Commission on Accreditation of Hospitals, and all equipment shall be maintained in good repair according to standards comparable to other departments of the hospital.

II.

The Pathologists, John R. Rainey, M.D. and Daniel M. Queen, M.D., shall serve as members of the active medical staff and shall devote their primary effort and interest to and assume the full responsibility for the proper professional conduct of the laboratory and department of clinical pathology at Brackenridge Hospital as independent physician contractors for pathology services to all patients of Brackenridge Hospital, including clinic out-patient, in accordance with the principles of laboratory practice standards of the College of American Pathologists, the American Hospital Association, and the Joint Commission on Accreditation of Hospitals; except that the Pathologists shall not be prevented from engaging in private teaching or private practice in a private laboratory, but the Pathologists shall have the laboratories of Brackenridge Hospital as their primary interest.

## III.

A Director of the Clinical Laboratories of Brackenridge Hospital shall be made from time to time by the Board of Trustees upon recommendation of the Medical Executive Committee of the Medical Staff of Brackenridge Hospital from one of the Pathologists. The Director of the Clinical Laboratories shall be in charge of and responsible for matters of general policy, rules, regulations, routine procedures, and initiation in carrying on the clinical or other research projects within the Department of Clinical Pathology, but any policy, rule or regulation shall be consistent with the policies of the hospital. The Director of Clinical Laboratories shall have equivalent status with any chief of service within Brackenridge Hospital, and the clinical pathology service of the hospital shall be an organized division of the hospital staff, equal in all respects to the departments of medicine, surgery, and radiology. The Director of Clinical Laboratories shall be responsible for providing adequate supervision, at his expense, of the clinical and pathologic anatomy laboratories during his absence.

## IV.

The Pathologists, in the discharge of their duties, shall abide by and be subject to the constitution and by-laws of the medical staff of Brackenridge Hospital.

## V.

The City will make adequate provision for the proper functioning of the Clinical Laboratories, and will act as custodian of all moneys and gifts to the hospital for the division of pathology as grants in aid to the division for research foundations or from any source whatsoever and disburse the funds in accordance with the terms of the grant or gifts as required by Pathologists with the approval of the Hospital Administrator, but it is understood that the title to all property, both real and personal, acquired as a result of the expenditure of any gift or grant shall vest in the City.

## VI.

The hospital personnel assigned to the Clinical Laboratories shall be employed, promoted, disciplined, or discharged in accordance with approved City personnel policies upon the recommendation of the Director of Clinical Laboratories with the approval of the Hospital Administrator. The Director of Clinical Laboratories shall have personal supervision over the hospital personnel assigned to the Clinical Laboratories and shall make recommendations regarding their professional abilities and supervision, but the administrative aspects of the department shall continue to be the function of the Hospital Administrator.

## VII.

All purchases made for the Clinical Laboratories at the request of Pathologists shall be made in accordance with City purchasing regulation with the approval of the Hospital Administrator. Pathologists shall submit all requisitions for supplies and requests for equipment to the Hospital Administrator and shall not incur any debt or liability in the name of the hospital.

## VIII.

In addition to the other services and responsibilities to be

performed and assumed by Pathologists under the terms of this contract, Pathologists shall perform, provide and render the following services:

1. Provide the professional staff and all patients in the hospital with pathology service.
2. Furnish clinical pathologic consultation on hospital patients to members of the medical staff of the hospital.
3. Make histologic examination of all tissues removed and make written reports available for the hospital records within a reasonable period of time.
4. Keep complete records of the services performed, including an adequate index and filing system. All permanent paraffin sections prepared shall be filed and held indefinitely, and all reports, tissues, microscopic slides and materials prepared by the Pathologist in his study of autopsies and surgical specimens in the hospital shall be and remain the property of the hospital.
5. Perform properly authorized autopsies on hospital patients whose deaths are legally considered as hospital deaths, and make reports of such autopsies promptly for the hospital records and attending physician. Adequate reports which include both gross and microscopic findings shall be filed by Pathologists in the department.
6. Make monthly reports of laboratory services performed to the Hospital Administrator.
7. Participate in the general teaching program of the hospital on the same basis as other members of the hospital staff, and take an active part in the instruction of student technologists, nurses, interns, and residents.
8. Serve on such hospital staff committees as requested, and represent the hospital in such capacity as may be deemed necessary from time to time; and they shall be ex-officio members of the tissue committee. The Director of Clinical Laboratories shall serve as Chairman of the Hospital Infection Control Committee.
9. Cooperate with the hospital authorizes and with the school of nursing in the procurement of necessary and useful specimens for teaching of pathology to student nurses.
10. Carry out original studies of their own interest in the field of pathology and when requested give their professional counsel to the members of the staff in original studies in their respective fields of medicine; and offer the educational and technical facilities of the laboratory, insofar as it is practical, to assist staff physicians in carrying out clinical or scientific investigation that will reflect credit to the hospital and medical society.
11. In the operation of the laboratory, they shall comply with all laws, rules, and regulations of the United States, State of Texas, County of Travis, or the City of Austin applicable to the operation of the laboratory and all regulations of any governmental agency having jurisdiction and with all rules and regulations of the medical staff of the hospital.

12. At their own expense carry and maintain personal malpractice insurance with insurance companies authorized to do business in Texas in amounts and under policies deemed adequate according to local standards and trends.

13. Perform without charge all laboratory work required by the hospital in caring for its personnel and students and such laboratory work which may be required to protect patients and personnel from communicable disease within the hospital. Schedules for such services shall be arranged for between the Director of Clinical Laboratories and the Hospital Administrator.

14. Fix the standard fees and charges for the laboratory services with the approval of the City Manager and the Hospital Administrator.

15. Provide adequate personal coverage of such hospital special work as pathologic consultations at operations, frozen sections diagnosis, and be available for consultation with staff physicians and surgeons regarding indications for laboratory work.

16. Maintain standards for a hospital residency in pathology and direct the training program for residents in pathology.

17. Sponsor, promote and direct clinical pathology conferences and direct the cancer program of the hospital.

18. Provide at their expense the necessary services of a bio-chemist and the services of the necessary professional consultants for the various departments of the laboratory as the need arises and as these services are available, and such obligation shall be the joint and several obligation of pathologists.

#### IX.

In consideration of the performance by the Pathologists of the covenants, promises and agreements herein contained as independent physician contractors, the City of Austin agrees that the Pathologists shall receive for such performance forty-five (45%) per cent of the gross income from private patients of the Department of Clinical Pathology at Brackenridge Hospital. The term "gross income" as used herein shall mean the gross charges made by the Clinical Pathology Department for pathology services rendered for all private patients at Brackenridge Hospital. The remaining fifty-five (55%) per cent of gross income of the Department of Clinical Pathology from private patients shall be retained by the City of Austin in consideration of the City's providing the space, utilities, supplies, equipment, and personnel and other services for the proper conduct of clinical pathology at Brackenridge Hospital.

Payments under the terms of this contract shall be made by the City of Austin to Pathologists, John R. Rainey, M.D. and Daniel M. Queen, M.D. at the end of each month, during the term of this contract, based upon the gross income of the Department of Clinical Pathology for the preceding month. All payments shall be made jointly to Pathologists and after all obligations of Pathologists under this agreement have been paid, the balance shall be divided equally between said Pathologists.

#### X.

A charge slip shall be made for each patient whether private,

charity, in-patient, or out-patient, and all charge slips for services performed by the Department of Clinical Pathology shall be filed with the hospital Business Office promptly after such services have been rendered. All billing and collecting shall be done by the business office in accordance with the hospital policies.

## XI.

This agreement shall be for a term of two (2) years beginning October 1, 1958 and ending September 30, 1960, unless sooner terminated under the provisions herein contained.

## XII.

This agreement may be terminated at any time by either party upon the giving of 120 days notice in writing to the other party and either party hereto shall have the right to renegotiate any provision of this contract by giving the other party 30 days written notice, and this contract may be altered from time to time by the written consent of each party. It is specially agreed by Pathologists that the City reserves the right to cancel this agreement with both Pathologists or with any one of said Pathologists at any time upon the recommendation of the Medical Executive Committee of the Medical Staff of the hospital that this agreement be cancelled, upon the giving of 120 days written notice of such cancellation. The cancellation of this agreement with one Pathologist shall not cancel or terminate this contract as to the other Pathologist. A copy of any notice terminating this contract shall be sent to the Medical Executive Committee of the Medical Staff of Brackenridge Hospital.

## XIII.

The death of either of said Pathologists shall automatically terminate this agreement as to such Pathologist.

EXECUTED this \_\_\_\_\_ day of December, A. D., 1958.

CITY OF AUSTIN

By \_\_\_\_\_

W. T. Williams, Jr.  
City Manager

PATHOLOGISTS

\_\_\_\_\_  
John R. Rainey, M.D.

\_\_\_\_\_  
Daniel M. Queen, M.D.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared W. T. Williams, Jr., City Manager of the City of Austin, known to me to

be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Austin for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1958.

Notary Public in and for Travis  
County, Texas.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared John R. Rainey, M.D., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_\_ day of \_\_\_\_\_, 1958.

Notary Public in and for Travis  
County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Daniel M. Queen, M.D., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_\_ day of \_\_\_\_\_, 1958.

Notary Public in and for Travis  
County, Texas

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

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

No action was taken on an ordinance amending Chapter 31 of the Code to provide for a minimum fine of ten dollars on taxicab ordinance violations. The matter was laid over with the request that a written recommendation from Judge Daugherty be made.

The Director of Public Works gave a report on the paving of Dexter and other streets in O. B. McKown's contract.

The Director of Public Works reported on lighting on two runways, on which flares had been used. The lighting on the IIS runway has been contracted with JENNINGS ELECTRIC COMPANY, and it was the recommendation that since Mr. Jennings had given a firm unit price for lighting these two runways (\$77,027), that his contract be extended to cover these two runways. The Mayor inquired about getting C.A.A. participation on this. The City Manager explained the Federal law that covered this. The Mayor asked that a written memorandum be drawn up, showing everything that was being done, so that there might be a chance of getting some participation. Councilman White moved that the extension of this contract be approved, instructing the City Manager to make the funds available. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The Director of Public Works submitted a request from MR. AMSLER and MR. JOHN HARRIS for permission to erect a retaining wall on the North side of West 10th Street between Nueces and San Antonio. This wall would take in four feet of right-of-way, and would be on grade on one side and two feet high on the low side. The Director of Public Works stated they would agree to remove the wall when requested to do so. Councilman Pearson moved to grant them the permission and to get the required agreement. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The Mayor stated in regard to participating with the Highway Department in lighting the south part of the Interregional Highway, which is outside of the City Limits, that it would be necessary to take into the city limits 150' or 200' on each side of the Highway, out to the loop. The City Manager read a letter from Mr. Bluestein. The City Manager stated Mr. Bluestein had asked one question about pedestrian traffic crossing the expressway and enforcement. The Mayor suggested that the City Manager contact Mr. Bluestein and see how much it is and to tell him that in San Antonio and other places, the Highway Department puts up fences and gates where people may cross the overpass, and to ask him if the Department wants to put fences up, and to inquire about the total costs. He also asked that the City find out the total cost to annex the strip down the highway. The Council voted to instruct the City Manager to proceed in this manner, by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None



The Council heard the following tax appeals:

ROSWELL G. MILLER - Northeast corner of Quarry Road and Elton Lane, South 143 feet average of Lot 8, Block 5, Westfield A.

	Full Value by Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$7,254	\$7,254	No rendition	\$5,440
Imps.	-	-		-
Total	\$7,254	\$7,254		\$5,440

- 3421 Monte Vista Drive, Lot 11, Blk. Y, Balcones Park Section 8

	Full Value by Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$8,167	\$8,167	\$600	\$6,130
Imps.	-	-	-	-
Total	\$8,167	\$8,167	\$600	\$6,130

On the Quarry Road property, Mr. Miller asked that the 15% corner influence be removed from the valuation of his lot; that there was no sidewalk area existing, and instead of there being an asset there was a detriment. He compared property across the street, which property was valued much less than his. The Tax Assessor reported that the change in valuation was due to the fact that previously a discount had been allowed as some of the property had deed restrictions. Those restrictions had been broken and the discount removed. The properties across the street from Mr. Miller are damaged by drainage ditches, and discounts had been allowed on them. The Council wanted to make a personal inspection of the properties.

As to the 3421 Monte Vista Drive property, Mr. Miller claimed this and all the property in Balcones Park Section 8 had been overvalued. He compared property in Highland Park West with his, listing individual properties. The Council postponed action on this appeal until it could look at this property on the ground.

W. W. PATTERSON - 3403 Mount Bonnell Drive, Lot 6, Blk. G, Balcones Park Addition, Sec. 2.

	Full Value By Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$6,336	\$6,336	\$2,590	\$4,750
Imps.	-	-	-	-
Total	\$6,336	\$6,336	\$2,590	\$4,750

- 3419 Monte Vista Drive, Lot 12, Blk. Y, Balcones Park Section 8

	Full Value By Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$9,433	\$9,433	\$ 600	\$7,070
Imps.	-	-	-	-
Total	\$9,433	\$9,433	\$ 600	\$7,070

Mr. Patterson listed valuations of the property at 3403 Mt. Bonnell Drive,

since 1955, stating it had been revalued three times whereas property in Highland Park West had not changed one bit since 1954, and stated the Mt. Bonnell Drive property was not in line with other valuations all over Austin.

Mr. Patterson stated the Tax Department had the 3419 Monte Vista Drive property assessed at \$600.00 last year. It was stated the property had not been subdivided by January 1st, but Mr. Patterson stated it was, and that he had paid \$6,500 for the lot. He listed properties in Highland Park West as to their selling price, and the assessment, which were lower than in Balcones Park Section 8. As to 3419 Monte Vista Drive, he stated the street was narrow with a 40' right-of-way, and 20' street; and faced the rear of another property which would never be anything other than it is now--rocks, brush, etc., as it was on a slope. His lot was on a slope; but no adjustment had been made; and he claimed it was in one-third to one-half higher than anything in Austin. Mr. Marshall stated the \$6500 did not represent the market value, as there was a trade involved. This was discussed. No action was taken on these two appeals, as the Council wanted to look at the properties.

LARMARWELL REALTY CORPORATION - 1004-1144 South Lamar Boulevard, 4.48 Acres  
Lot 5, Evergreen Heights

The Attorney, MR. TRUEMAN E. O'QUINN, stated the out-of-town owners were satisfied with the adjustment made by the Board of Equalization, and that it had been fair and reasonable about the value of the land and buildings, and that there was no further protest.

GEORGE E. MEYERS - 3510 Red River Street, Lots 2, 3, 4 and part of 5,  
Oakvale Resub. of Beau Site.

	Full Value by Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$10,079	\$10,079	No rendition	\$ 7,560
Imps.	24,423	23,026		17,270
Total	\$34,502	\$33,105		\$24,830

MR. and MRS. MEYERS appeared stating a sanitary sewer line ran down the lot, and that the property was in for more than they had paid for it; that they paid \$3,000 for the land (a part of an estate). The Tax Department appraiser stated the property had been reduced from \$52.00 to \$40.00 a front foot; that the property has been lowered from what it has been for the past three years; that the sewer line ran down the lot line, and no allowance had been made on that. The Council took no action at this time on this appeal.

BURETTE BALFOUR - 1704 Woodland Avenue, Lot 9, Woodland Hills, Section 1.

	Full Value by Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$ 2,348	No appeal	No rendition	\$ 1,760
Imps.	21,650			16,240
Total	\$23,998			\$18,000

MR. BALFOUR stated his appeal was on the improvements. The Tax Assessor reported that the improvements had been checked and it was his conclusion that the property had been over classified, and he would recommend that the Council reduce the full value from \$21,650 to \$17,561, resulting in an assessed valuation of \$13,170. Mr. Balfour stated this was satisfactory. The Mayor stated that the \$13,171 assessed value be used, and leave the lot at the present value.

DOLLY MAUDE BRYANT - 2804 Enfield Road, E. 65' of Lot 8, Westenfield 1, and 2806 Enfield Road, Lot 7, and W. 10' of Lot 8, Westenfield 1.

	Full Value by Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$2,776	\$2,776	\$1,040	\$2,080
Imps.	4,525	3,930	1,695	22,950
Total	\$7,301	\$6,706	\$2,735	\$5,030

- 2806 Enfield Road

Land	\$ 3,630	\$ 3,630	\$1,360	\$ 2,720
Imps.	20,323	19,088	7,620	14,320
Total	\$23,953	\$22,718	\$8,980	\$17,040

Miss Bryant went over her tax statements from 1947 to the present date, and protested the improvements which were around 20 years old were steadily being revalued. It was suggested that possibly the value was increased when the tax rate was rolled back. Miss Bryant was asked to check the figures with the Tax Assessor who would explain the values. Miss Bryant brought up some inquiries about her property in Bluffington, and the Council referred this matter to the City Manager.

ALLEN H. LEISTICO - 3800 East Avenue, W. 19.87' average of Lot 1 and 2, Blk. A, Outlot 20 and 21, Division C, Resub of Blk. 4, Plainview Heights.

	Full Value by Tax Department	Full Value by Board	Value Rendered by Owner	Assessed Value Fixed by Board
Land	\$2,730	\$2,730	\$820	\$2,050
Imps.	-	-	-	-
Total	\$2,730	\$2,730	\$820	\$2,050

HENRY O. LEISTICO - 1024 East 38th Street, Lot 12, Blk. A, Outlot 20 and 21, Division C, Resub. of Blk. 4, Plainview Heights.

	Full Value by Tax Department	Full Value by Board	Value Rendered By Owner	Assessed Value Fixed by Board
Land	\$6,270	\$6,270	\$1,150	\$4,700
Imps.	-	-	-	-
Total	\$6,270	\$6,270	\$1,150	\$4,700

Mrs. Leistico appeared in behalf of the appeal on the properties. After

discussing the property and hearing the Tax Department's explanation of the assessed value, the Mayor stated it was his opinion that the value placed on the property was in line.

The Council took no action on the appeal of MRS. THOMAS GREGORY, 1306 Meriden Lane, and MR. E. H. MITCHELL, 1302 Winsted Lane at this meeting.

The Mayor announced a special meeting to be called for TUESDAY, December 9th, at 2:30 P.M. to go over the concession contract for the Auditorium, and to discuss the minimum water and light bills and other matters.

The Mayor announced that the Council would meet on the following dates during the Christmas Season:

Monday, December 22, 1958  
Tuesday, December 30, 1958

There being no further business, the Council adjourned at 5:30 P.M., subject to the call of the Mayor.

APPROVED

Tom Miller  
Mayor

ATTEST:

Edna Mosley  
City Clerk