

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

-----  
General Communication, Inc.

(Name of Issuer)

-----  
Class B Common Stock

(Title of Class of Securities)

-----  
369385 20 8

(CUSIP Number)

-----  
Jeffery C. Garvey  
AV Partners, L.P.  
114 W. 7th Street, Suite 1300  
Austin, Texas 78701  
(512) 479-0055

-----  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

-----  
October 31, 1996

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ] .

Check the following box if a fee is being paid with the statement [x]. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP NO. 369385 20 8

PAGE 2 OF 9 PAGES

-----  
1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Austin Ventures, L.P.

-----  
2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

-----  
3 SEC USE ONLY  
-----

-----  
4 SOURCE OF FUNDS\*  
-----

00  
-----

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO  
ITEMS 2(d) or 2(e) [ ]  
-----

-----  
6 CITIZENSHIP OR PLACE OF ORGANIZATION  
-----

Delaware  
-----

7 SOLE VOTING POWER

NUMBER OF

-0-

SHARES

-----  
8 SHARED VOTING POWER

BENEFICIALLY

OWNED BY

2,400,591

EACH

-----  
9 SOLE DISPOSITIVE POWER

REPORTING

-0-

PERSON

-----  
10 SHARED DISPOSITIVE POWER

WITH

-0-  
-----

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,400,591  
-----

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\* [ ]  
-----

-----  
13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
-----

Approximately 58.81%  
-----

14 TYPE OF REPORTING PERSON\*  
-----

PN  
-----

\*SEE INSTRUCTION BEFORE FILLING OUT!  
INCLUDED BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7  
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND SIGNATURE ATTESTATION.

Class B common stock

General Communication, Inc.  
2550 Denali Street, Suite 1000  
Anchorage, Alaska 99503

ITEM 2. IDENTITY AND BACKGROUND

(a)-(c) This statement is being filed on behalf of Austin Ventures, L.P., a Delaware limited partnership ("AVLP"). AVLP is engaged in the principal business of acquiring and holding securities for investment purposes.

AV Partners, L.P., a Delaware limited partnership ("AV Partners"), is the general partner of AVLP. AV Partners is in the principal business of acting as AVLP's general partner and providing management and consulting services to AVLP and other entities.

The general partners of AV Partners are Joseph C. Aragona, Kenneth P. DeAngelis, Jeffery C. Garvey and William P. Wood (collectively, the "General Partners"). Each of the General Partners are in the principal business of acting as a general partner of and providing management and consulting services to AV Partners and other entities.

The address of the principal business and the principal office of each of AVLP, AV Partners and the General Partners is 114 W. 7th Street, Suite 1300, Austin, Texas 78701.

- (d) During the last five years, neither AVLP, AV Partners nor any General Partner has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, neither AVLP, AV Partners nor any General Partner has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

CUSIP NO. 369385 20 8

13D

PAGE 4 OF 9

(f) The General Partners are all United States citizens. AVLP and AV Partners are each limited partnerships organized under the laws of the State of Delaware.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

General Communication, Inc. ("Company") closed as of October 31, 1996 ("Event Date") on the following purchase and acquisition transactions and certain other related agreements ("Transactions"): (1) Prime Securities Purchase and Sale Agreement, as amended by the parties at closing ("Prime Purchase Agreement"); (2) Alaska Cable Purchase Agreement; (3) Alaska Cablevision Asset Purchase Agreement; (4) McCaw/Rock Horner Asset Purchase Agreement; (5) McCaw/Rock Seward Asset Purchase Agreement; and (6) MCI Stock Purchase Agreement ("MCI Purchase Agreement"). The Transactions include a new voting agreement entered into between certain holders of Company common stock, including the filer of this statement ("New Voting Agreement").

Through the Transactions the Company has acquired, as of the Event Date, interests in seven cable companies providing services in Alaska as follows ("Cable Companies"): (1) all of the equity securities of, and profit participation rights in, Prime Cable of Alaska, L.P., a Delaware limited partnership ("Prime"); (2) substantially all of the assets of the Alaskan Cable companies comprised of three Alaska corporations as follows (collectively, "Alaskan Cable"): (a) Alaskan Cable Network/Fairbanks, Inc., (b) Alaskan Cable Network/Juneau, Inc. and (c) Alaskan Cable Network/Ketchikan-Sitka, Inc.; (3) substantially all of the assets of Alaska Cablevision, Inc., a Delaware corporation; (4) substantially all of the assets of McCaw/Rock Horner Cable Systems, J.V., an Alaska joint venture; and (5) substantially all of the assets of McCaw/Rock Seward Cable Systems, J.V., an Alaska joint venture.

As part of the consideration for the acquisition of Prime and Alaskan Cable, the Company, as of the Event Date, issued and sold 14,723,077 shares of the Company's Class A common stock (the "Cable Stock"), which was divided between those companies for further distribution to

their respective security holders and subject to a share holdback:  
(1) Prime - 11,800,000 shares of the Cable Stock (the "Prime Shares");  
and (2) Alaskan Cable - 2,923,077 shares of the Cable Stock to be  
distributed between the sole shareholder of each of the three  
corporations comprising Alaskan Cable in portions acceptable to the  
Company. Through the MCI Purchase Agreement the Company issued, as of  
the Event Date, 2,000,000 shares of the Company Class A common stock  
("MCI Stock") to MCI Telecommunications Corporation ("MCI").

The closing on the Prime Purchase Agreement and the closing on the MCI  
Purchase Agreement were each contingent upon the closing of the other.  
The Transactions were

CUSIP NO. 369385 20 8

13D

PAGE 5 OF 9

approved by the shareholders of the Company at its annual meeting held  
on October 17, 1996. The security holders of each Cable Company  
approved the Transaction corresponding to their respective Cable  
Company or otherwise consented to the Transaction on or prior to  
October 30, 1996.

With the issuance of the Cable Stock and the MCI Stock under the  
Transactions, the Prime Shares were distributed to the following  
parties (the "Prime Sellers"): Prime Cable Growth Partners, L.P., a  
Delaware limited partnership and limited partner of Prime ("Prime  
Growth"), Prime Venture I Holdings, L.P., a Delaware limited  
partnership and a limited partner of Prime and a general partner of  
Prime Growth ("Prime Holdings"), Prime Cable Limited Partnership  
("PCLP"), a Delaware limited partnership and sole shareholder of Prime  
Cable Fund I, Inc., a Delaware corporation and the sole general  
partner of Prime ("Prime General Partner"), the shareholders of Alaska  
Cable, Inc., a Delaware corporation and limited partner of Prime  
("ACI"), including AVLP, and the three holders of the profit  
participation rights in Prime (BancBoston Capital, Inc., First Chicago  
Investment Corporation and Madison Dearborn Partners V).

ITEM 4. PURPOSE OF TRANSACTION

Pursuant to the Prime Purchase Agreement, at closing, certain of the  
Prime Sellers, including AVLP, entered into the New Voting Agreement,  
through their designated agent, Prime II Management, L.P. ("PIIM"),  
with certain other shareholders of the Company. Under the New Voting  
Agreement, the parties thereto agree to vote their shares of Company  
common stock to cause the board of directors of the Company ("Company  
Board") to be maintained at not less than eight members, and the Prime  
Sellers who are parties to the agreement (and their distributees who  
agreed in writing to be bound thereby) have the right to nominate the  
individuals to fill two of such positions. The New Voting Agreement  
requires the parties to the agreement to vote for those nominees, and  
the nominees of the other parties to the New Voting Agreement, with  
limiting conditions as described in Item 6 of this statement.

Except as otherwise set forth above or as set forth in Item 6 in this  
statement, the filer of this statement has no present plans or  
proposals which may relate to or would result in any of the following:

- (a) The acquisition by any person of any additional securities of  
the Company, or the disposition of securities of the Company;
- (b) An extraordinary corporate transaction, such as a merger,  
reorganization or liquidation, involving the Company or any of  
its subsidiaries;

CUSIP NO. 369385 20 8

13D

PAGE 6 OF 9

- (c) A sale or transfer of a material amount of assets of the  
Company or any of its subsidiaries;
- (d) Any change in the present Company Board or management of the  
Company, including any plans or proposals to change the number  
or term of directors or to fill any existing vacancies on the  
Company Board;
- (e) Any material change in the present capitalization or dividend  
policy of the Company;
- (f) Any other material change in the Company's business or  
corporate structure including but not limited to, if the

Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;

- (g) Changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person;
- (h) Causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

ITEM 5. INTEREST IN THE SECURITIES OF THE ISSUER

- (a) Due to the New Voting Agreement and pursuant to Rule 13d-5, each of the parties to the New Voting Agreement may be deemed to be members of a "group," and thereby may be deemed to beneficially own all of the shares owned by all other parties to the New Voting Agreement. The parties to the New Voting Agreement beneficially own directly 2,400,591 shares, or 58.81% of the outstanding shares of Company Class B common stock. The "group" consists of AVLP, Prime Growth, Prime Holdings, PCLP, BancBoston Capital, Inc., First Chicago Investment Corporation, Madison Dearborn Partners V, Prime Ventures II, L.P., William Blair Venture Partners III Limited Partnership,

CUSIP NO. 369385 20 8

13D

PAGE 7 OF 9

Centennial Fund III, L.P., PIIM, Ronald A. Duncan, Robert M. Walp, MCI, and TCI GCI, Inc. ("TCI GCI").

AVLP expressly declares that the filing of this statement shall not be construed as an admission that AVLP is, for the purposes of Section 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this statement. After giving effect to such disclaimer, AVLP beneficially owns directly no shares of the Class B common stock of the Company.

- (b) See Items 7-10 on the cover page.
- (c) See Item 3 above.
- (d) No other person has the right or the power to direct the receipt of dividends or the proceeds from the sale of the securities reported herein.
- (e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Pursuant to Section 14 of the Prime Purchase Agreement, the filer and certain other Prime Sellers (through their designated agent, PIIM) entered into the New Voting Agreement with Mr. Duncan, Mr. Walp, MCI and TCI GCI all of whom are shareholders of the Company. Under the New Voting Agreement, such Prime Sellers and each such shareholder agree to vote all shares of the Class A common stock and Class B common stock subject to the agreement for certain nominees to the Company Board, as set forth in the agreement, and to vote all of those shares on other matters as further described in this statement.

The New Voting Agreement provides that the parties thereto will, to the extent possible, cause the full membership of the Company Board will be maintained at not less than eight directors and that all shares subject to the agreement will be voted as one block for the election to the Company Board of individuals recommended by certain parties to the agreement. The allocation of recommendations for positions on the Company Board made by parties to the agreement is as follows: (1) for recommendations from MCI, two nominees; (2) for recommendations from Messrs. Duncan and Walp, one nominee each; (3) for recommendations from TCI GCI, two nominees; and (4) for recommendations from the Prime Sellers who are parties to the New Voting Agreement, through PIIM, two nominees, for so long as such

Prime Sellers (and their distributees who agree in writing to be bound by the terms of the agreement) collectively own at least 10% of the then

CUSIP NO. 369385 20 8

13D

PAGE 8 OF 9

issued and outstanding shares of the Company Class A common stock and a management agreement entered into between PIIM and the Company ("Prime Management Agreement") is in full force and effect. If only one of the stated conditions pertaining to such Prime Sellers is satisfied, then such Prime Sellers (and their distributees who elect in writing to be bound thereby) are to be entitled to recommend only one nominee. If neither of the conditions pertaining to such Prime Sellers are met, such Prime Sellers are not entitled to recommend any nominee. Furthermore, under the New Voting Agreement, the shares of Company common stock subject to the agreement are to be voted on other matters to which the parties to the agreement have unanimously agreed.

The stated term of the New Voting Agreement is through the completion of the annual shareholder meeting of the Company to take place in June 2001, or until there remains only one party to the agreement, whichever occurs first. However, the parties to the agreement may extend its term but only upon unanimous vote and written amendment to the agreement. A party to the agreement (other than the Prime Sellers and their distributees who elect in writing to be bound thereby) will be subject to the agreement until that party disposes of more than 25% of the votes represented by that party's holdings of Company common stock subject to the agreement. Notwithstanding the foregoing, each party to the New Voting Agreement must remain a party as to voting for nominees to the Company Board recommended by the Prime Sellers who are parties to the agreement and to maintain at least eight members on that board only for so long as either such Prime Sellers (and their distributees who agree in writing to be bound by the terms of the agreement) collectively own at least 10% of the then issued and outstanding shares of the Class A common stock or the Prime Management Agreement is in effect.

The New Voting Agreement commenced effective as of the Event Date. The New Voting Agreement replaces the previous voting agreement among MCI, TCI GCI, Mr. Duncan and Mr. Walp.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The Prime Purchase Agreement is incorporated herein by reference from the Registration Statement on Form S-4 (file number 333-13473) which was declared effective by the Securities and Exchange Commission on October 4, 1996 (the "Registration Statement"). A draft of the New Voting Agreement, which was an exhibit to the Prime Purchase Agreement, is incorporated herein by reference from the Registration Statement.

CUSIP NO. 369385 20 8

13D

PAGE 9 OF 9

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Austin Ventures, L.P.

By: AV Partners, L.P.,  
Its: General Partner

Dated: November 11, 1996

By: /s/ JEFFERY C. GARVEY

-----  
Jeffery C. Garvey,  
General Partner

ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001).