

LOWEST AND BEST BID AND AWARDING CONTRACTS", passed and approved by the Commissioners of the City of San Antonio on the 15th day of February, A.D. 1943, being No. 2045, reorded in Minute Book "T", page 395 and Ordinance Book "K", page 468, be and the same is hereby repealed.

2. PASSED AND APPROVED this 25th day of February, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

RESOLUTION 2074

RESOLUTION LISTING BIDS RECEIVED, DETERMINING THE LOWEST AND BEST BID AND AWARDING CONTRACTS.

WHEREAS, the CITY OF SAN ANTONIO has advertised for bids for the construction of ADDITIONS AND ALTERATIONS TO BUILDING LOCATED AT 102 DWYER AVE., SAN ANTONIO, TEXAS, in an for CITY OF SAN ANTONIO and;

WHEREAS, bids have been received as follows:

	Base Proposal	Alt. No. 1	Alt. No. 2	Alt. No. 3	Time
Joe W. Joeris	\$38,028.00	1121.00	4598.00	150.00	60 consecutive days.
Walsh & Burney	42,717.00	2800.00	3000.00	*No bid	75 Working days.

* Fire Hose and Valves not included in base proposal

and

WHEREAS, the CITY COMMISSION is of the opinino that the bid of Joe W. Joeris is the lowest and best bid:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION of the CITY OF SAN ANTONIO

SECTION 1. That Joe W. Joeris has submitted the lowest and best bid for the construction of said project.

SECTION 2. That the bid of the said Joe W. Joeris is the amount of the base bid of \$38,430.00 less alternate Number Two amounting to \$4598.00, leaving a net bid of \$33,430.00, hereby accepted.

SECTION 3. That the officials of the CITY OF SAN ANTONIO UPON WHOM SUCH duty properly devolves shall, and they are hereby directed to prepare and execute in behalf of said CITY OF SAN ANTONIO all necessary contracts and documents relating thereto.

SECTION 4. This award shall not be effective untill the awardee shall have been notified in writing by the CITY CLERK of CITY COMMISSION of such award.

PASSED AND APPROVED this 25th day of February, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE (2075)

ACCEPTING AND DISTRUBUTING VOLUNTARY CONTRIBUTION OF \$14,603.63 MADE BY THE HOUSING AUTHORITY OF SAN ANTONIO TO THE CITY OF SAN ANTONIO AND THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Housing Authority of the City of San Antonio has made a voluntary contribution of \$14,603.63 to the City of San Antonio and the San Antonio Independent School District; and

WHEREAS, the City of San Antonio and the San Antonio Independent School District have agreed that the City of San Antonio shall receive the sum of \$9,398.75, and the San Antonio Independent

School District shall receive the sum of \$5,204.88 of said contribution amounting to the sum of \$14,603.63; NOW THEREFORE:

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the sum of \$14,603.63 voluntarily contributed by the Housing Authority of the City of San Antonio to the City of San Antonio and the San Antonio Independent School District be, and the same is hereby accepted; and the City Auditor and the City Treasurer are hereby directed to deposit the sum of \$9,398.75 in the 1942 General Fund, Taxes, Licenses and Fines Account; and that the sum of \$5,204.88 be deposited in the 1942 General Fund, Proceeds of Notes Account.

2. That the sum of \$5,204.88 be, and the same is hereby appropriated out of the 1942 General Fund - Proceeds of Notes Account, payable to the San Antonio Independent School District, being its part of the aforesaid voluntary contribution made by the Housing Authority of the City of San Antonio to the City of San Antonio and the San Antonio Independent School District.

3. PASSED AND APPROVED this the 25th day of February A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

A RESOLUTION (2099)

PRESCRIBING THE CONDITIONS FOR A PERMIT TO C. B. FULTON TO OPERATE
A PUBLIC TRANSPORTATION SYSTEM.

BE IT RESOLVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the City of San Antonio will permit C. B. Fulton, the Applicant, to operate a public transportation system for passengers upon the streets of San Antonio, under the stipulations of an ordinance, No. 266, passed on the 1st day of December, 1921, regulating local street transportation, as amended, under the following conditions precedent:

2. That the Applicant will supply the Board of Commissioners of the City of San Antonio with a complete financial statement which will demonstrate to the satisfaction of the Board of Commissioners, that the Applicant is in a position to finance adequately, the operation of the system;

3. That the Applicant will procure factory-built passenger buses with steel bodies amounted on current model chasses, of a type of construction, arrangement and equipment subject to the exclusive approval of the Board of Commissioners; and within the time limit prescribed in this resolution in this resolution, the Applicant will have not less than 35 of such buses in operation.

4. That the Applicant will file with the Board of Commissioners of the City of San Antonio all certificates and all approvals of the Office of Defense Transportation necessary for the accomplishment of the purposes of local street transportation of passengers by motor vehicles;

5. That the Applicant will supply local street transportation within the City of San Antonio on the established routes, at a five cent fare for one continuous trip; and, that this condition is of the essence of the permit to use the streets.

6. That the Applicant will pay annually in advance to the City, a \$5.00 seat fee for each seat, including the driver's seat, in each vehicle; and, an additional fee of the gross income from the local street transportation system, payable monthly as it accrues, in consider-

ation for the use of the streets of the City for local street transportation of passengers;

7. That the Applicant will supply a policy of insurance for \$50,000.00 in lieu of a policy for each vehicle as specified in said ordinance, but with the identical conditions thereof.

8. That the permit of the Applicant to operate motor vehicles in local street transportation shall not be assigned.

9. On the failure of the Applicant to comply with the conditions specified within 90 days after this Resolution is passed, all privileges, if any, bestowed herein, shall terminate.

10. The gasoline rationing, tire shortages and the presence in the city of San Antonio of thousands of war workers and military personnel, plus a steadily increasing volume of necessary civilian traffic, have all combined to create a demand for bus service that far exceeds the carrying capacity of existing vehicles, and the public convenience and necessity of the city of San Antonio demands additional transportation.

11. PASSED AND APPROVED this 6th day of March A.D. 1943.

Gus B. Maueramnn

M A Y O R

ATTEST:

J. M. Woods,
City Clerk

- - -
AN ORDINANCE (2108)

ACCEPTING PROPOSAL OF MRS. ZORAIDA RUBIO REYNOLD TO SELL THE CITY OF SAN ANTONIO CERTAIN PROPERTY FOR ALLEY PURPOSES.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the proposal of Mrs. Zoraida Rubio Reynold, a widow, dated March 1, 1943, attached hereto and made a part hereof, to sell to the City of San Antonio the East 15 feet of Lot 6, Block 6528, in the City of San Antonio, Bexar County, Texas, to be used as an alley, with the exception of that portion of said proposal written in ink, be and the same is hereby accepted.

2. That the sum of \$400.00 be and the same is hereby appropriated out of the Street Opening and Widening Fund of 1926, in payment to Mrs. Zoraida Rubio Reynold, a widow, for the East 15 feet of Lot 6, Block 6528, within the corporate limits of the City of San Antonio, Bexar County, Texas, for outright sale of said property with no stipulations attached thereto. Upon execution and delivery of warranty deed by Mrs. Zoraida Rubio Reynold to the City of San Antonio, covering the said property, the Auditor is directed to deliver city warrant in the above amount.

3. PASSED AND APPROVED this 11th day of March, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

PROPOSAL

San Antonio, Texas.

March 1, 1943.

City of San Antonio
City Hall
San Antonio, Texas.

GENTLEMEN:

It is my understanding that the City of San Antonio is desirous of purchasing certain property from me in City Block 6528, to be used in opening an alley from the south side of the property through to Elmhurst Street; and your Street Commissioner, Mr. Steffler, has heretofore submitted to me an offer of \$350.00 for Lot No. 6, Block 6528, to be used for the purpose indicated.

I sincerely feel that the offer, as made by the city, is inadequate, by reason of the fact that the sale of any part of my property, as it now stands, will reduce the size of the property to such extent that it will not be possible for me to build three duplex houses on the property, as I had originally intended to do.

In view of the above, I submit the following counter-proposition to the City of San Antonio: I hereby offer to sell to the city of San Antonio the East fifteen (15) feet of Lot #6, Block 6528, which I understand will be adequate for the purpose of opening the alley which the city desires to open at the point indicated, for the sum of \$400.00 net to me; and in this connection, I mean that I am not to be out any expense in making a transfer of title to the city, and I submit as a part of this offer the request and suggestion that any dirt which may be removed from the fifteen (15) feet purchased by the city be placed on my property west of the said fifteen (15) feet for fill-in purposes on the low portions of said lot. (And conditioned that the City will promptly open said alley and do what ever is necessary to prevent any drainage through my remaining property, erecting whatever wall is necessary to effect complete protection to my property against overflow from said alley.) (preceeding portion in brackets being that written in ink as referred to in above ordinance No. 2108)

ZORAIDA RUBIO REYNOLD

/s/ Zoraida Rubio Reynold

I hereby recommend the above proposal of Zoraida Rubio Reynold, with the exception of that portion written in with pen and ink, for the purchase of the East Fifteen (15) feet of Lot #6, City Block 6528, for the sum of \$400.00 by the City of San Antonio, for alley purposes.

/s/ Paul E. Steffler

Paul E. Steffler, Street
Commissioner.

- - -
AN ORDINANCE (2111)

AMENDING THE TRAFFIC ORDINANCE BY ADDING THERETO RULE 48-(f)

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That an ordinance entitled "AN ORDINANCE REGULATING TRAFFIC ON THE STREETS, PLAZAS AND PUBLIC PLACES OF THE CITY OF SAN ANTONIO, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING PENALTIES", passed and approved on the 8th day of December, A.D. 1921, as amended, be and the same is hereby amended by adding Section (f) to Rule 48 (forbidding day and night parking on certain streets), as follows:

2. "Rule 48-(f). On the west side of South Laredo Street between Commerce and Dolorosa.

On the west side of North Laredo Street between Commerce and Houston.

On the west side of South Laredo Street between San Luis and Vera Cruz."

3. WHEREAS, it is necessary for the public safety of the City in the exercise of its police power for the proper regulation of traffic, the control of public streets and the prevention of the blocking and encumbering of the streets in the congested business district adjacent to military establishments, an urgency is created that this ordinance take effect upon its passage; therefore, upon the passage of this ordinance by vote of four-fifths of the Commissioners, it shall be effective, as made and provided by the Charter of the City of San Antonio.

4. PASSED AND APPROVED this 11th day of March, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

AN ORDINANCE (2114)

AUTHORIZING THE LEASE OF SEWING MACHINES TO CHARITABLE AND PATRIOTIC INSTITUTIONS.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO;-

1. That the Purchasing Agent is authorized hereby to act as the agent of the City of San Antonio in the lease of certain sewing machines which are required no longer for use by the City.
2. The Purchasing Agent shall lease said machines on a month-to-month basis to persons who will use the machines for Charity and for the promotion of the War Effort, and not for private purposes.
3. The Purchasing Agent shall use his discretion in allocating ratably the machines to persons who make application therefor.
4. The Purchasing Agent shall take written receipt for each machine leased which shall designate the serial number of the machine, the address of the place where the machine will be used, and the purpose for which the machine shall be used, and the lessee shall take good care of the machine and return it to the City on demand, in the same condition in which it was received from the City, ordinary wear excepted.
5. It shall be the duty of the Purchasing Agent to investigate the use and the condition of each machine at reasonable times, and if the terms of the lease are violated, he shall re-take the machine into his possession.
6. PASSED AND APPROVED this 11th day of March, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

A RESOLUTION (2165)

REPEALING RESOLUTION ENTITLED "RESOLUTION FIXING MINIMUM WAGE RATES", PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO ON THE 30TH DAY OF JANUARY, A.D. 1943.

BE IT RESOLVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That a resolution entitled "RESOLUTION FIXING MINIMUM WAGE RATES", passed and approved by the Commissioners of the City of San Antonio on the 30th day of January, A.D. 1943, be and the same is hereby repealed.
2. PASSED AND APPROVED this 18th day of March, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

A RESOLUTION (2166)

FIXING MINIMUM WAGE RATES.

WHEREAS, a thorough investigation has been made of the hourly wage rates which are being paid in the City of San Antonio and vicinity which is the locality in which the proposed project (hereinafter referred to as "Project") is to be constructed by the City of San Antonio, to Employees in each trade or occupation engaged in work of a nature similar to the work to be performed in the construction of said Project, and the prevailing hourly wage rates being paid in such locality to such employees for such work have been determined by having the included wage

scales furnished by the various trades unions concerned
(here indicate how determination was made and state in detail source of information)

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS of the City of San Antonio that the following rates for the respective trade or occupations listed below shall be and are hereby fixed as the minimum hourly wage rates and have been determined in accordance with rates prevailing for work of a similar nature in the locality in which the project is to be constructed:

Mechanic Workman or Type of Laborer	General Prevailing Per diem Wage based on 8-hour Working Day	General Prevailing Hourly Rate.
Dragline Operator	12.00	1.50
Dragline Operator Apprentice	7.00	.87½
Common Labor	4.00	.50
Carpenters	10.00	1.25
Carpenter Helper	4.00	.50
Ironworkers-Reinforcing	10.00	1.25
Ironworkers Apprentice	8.00	1.00
Painters	9.00	1.12½
Mixer Operators	10.00	1.25
Pump Operators	10.00	1.25
Welders Structural Steel	12.00	1.50
Compressor Operators	10.00	1.25
Pipe Caulkers	12.00	1.50
Electrical Workers (Inside)	12.00	1.50
Electrical Workers Apprentice	6.80	.85

When a single shift is employed one and one-half times the basic rate of pay for all hours worked in excess of eight hours a day in any one day, or at any time during the interval from 5 p.m. Friday to 7 a.m. Monday, or on holidays; and when two or more shifts are employed, at one and one-half the basic rate of pay for all hours worked in excess of seven and one-half hours on any one day or at any time during the interval from Friday mid-night to Sunday midnight.

No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and either Memorial Day or one other such holiday of greater local importance.

BE IT FURTHER RESOLVED that the foregoing list of trades or occupations includes to the best of our knowledge, all the classifications of employees who will be engaged in work on said Project other than executive, supervisory, administrative, clerical or other nonmanual workers as such.

BE IT FURTHER RESOLVED that there be transmitted with this resolution the substantiating data upon which the foregoing determination is based.

PASSED AND APPROVED this 18th day of March, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

- - -
AN ORDINANCE (2167)

AUTHORIZING THE MAYOR OF THE CITY OF SAN ANTONIO TO EXECUTE
ACCEPTANCE OF OFFER OF THE UNITED STATES OF AMERICA.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute Acceptance of Offer of the United States of America of Application for Federal Assistance for Grant of \$40,000.00 for purchase and remodeling project of the old Alamo National Bank Building located on the southwest corner of West Commerce and South Presa Streets, in the City of San Antonio, Texas, for use as City-County Public Health Center, being Project Tex. 41-519, and all other instruments in connection therewith.

2. That all ordinances and resolutions heretofore passed and approved by the

Federal Works Administrator

By /s/ Baird Snyder

Baird Snyder

Assistant Administrator

FEDERAL WORKS AGENCY

T E R M S A N D C O N D I T I O N S

Incorporated In Offers Providing For
The Financing And Construction
of Non-Federal War Public Works
Projects

FWA Form No, CE 100

Dated ~~August 1, 1942~~
Revised 2- 16- 43.

TERMS AND CONDITIONS

1. CONDITIONS OF GOVERNMENT'S OBLIGATION. - The United States of America (hereinafter referred to as the "Government") may elect to terminate all or any of its obligations under these TERMS AND CONDITIONS and the Government's Offer (hereinafter collectively referred to as the "Offer") to which they appertain:

(a) Representations. If any representation of the applicant to which the Offer is made (hereinafter referred to as the "Applicant") in its application for Federal assistance, as amended or supplemented (hereinafter referred to as the "Application"), or in any document submitted to the Government by the Applicant, shall be incorrect or incomplete in any material respect;

(b) Financial Condition. - If, in case the Government has offered to purchase bonds or other securities of the Applicant (hereinafter referred to as "Bonds"), the financial condition of the Applicant shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government;

(c) Financing of Project. - If the Applicant will not be able, in the opinion of the Government, or fails to provide when needed, or to demonstrate to the satisfaction of the Government that it can and will provide when needed, funds sufficient, with the funds made available by the Government under the Offer, to pay the cost of the public works described in the Offer (such public works being hereinafter referred to as the "Project"), or if, in case the Government has offered to purchase Bonds, the Applicant shall not furnish a bond transcript satisfactory to the Government showing that the Bonds are valid and binding obligations;

(d) Prosecution of Project. - If the Applicant will not be able, in the opinion of the Government, to construct the Project as originally planned, whether such inability is due to technical causes, the unavailability of labor, equipment or materials, the failure to obtain necessary permits or authorizations, or to any other cause; or if the Applicant shall fail to commence or proceed with the construction of the Project with dispatch, in a sound, economical and efficient manner, in accordance with plans and specifications theretofore submitted to and approved by the Government, and in compliance with applicable Federal Statutes and the Offer; or if the Applicant shall fail otherwise in the performance or fulfillment of any of its obligations to be performed or fulfilled under the Offer;

(e) Documents to be Submitted. - If the Applicant shall fail to submit or cause to be submitted to the Government such records, statements, reports, data, plans, drawings, specifications, contracts, work, orders, assignments, bid tabulations, contracts awards, estimates, certificates, or other documents affecting the Project, as may be requested by the Government, or if the Applicant shall proceed with the construction of the Project or take other action on the basis of any of the foregoing documents which are required to be submitted to the Government before the Government has advised the Applicant that, in its opinion, such documents comply with applicable Federal statutes and the Offer;

(f) Architectural or Engineering Supervision and Inspection. - If the Applicant shall fail to provide and maintain competent and adequate architectural or engineering supervision and inspection of the construction of the Project;

(g) Bonus or Commission. - If it shall be determined by the Government at any time that the Applicant has paid or agreed to pay, whether directly or indirectly, a bonus, commission or fee to any person, firm or corporation for attempting to procure an approval of the Application, or for alleged services in procuring or in attempting to procure such approval, or for activities of the nature commonly known as lobbying performed or agreed to be performed in connection with the Application.

2. GOVERNMENT NOT OBLIGATED TO THIRD PARTIES. - The Government shall not be obligated or liable hereunder to any party other than the Applicant.

3. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. - No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the agreement or contract resulting from the Applicant's acceptance of the Offer or in any benefit arising therefrom.

4. OTHER PROHIBITED INTERESTS. - No official of the Applicant who is authorized in such capacity and on behalf of the Applicant to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting; or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in any such contract. No official, employee, architect, attorney, engineer or inspector of or for the Applicant who is authorized in such capacity and on behalf of the Applicant to exercise any legislative, executive, supervisory or other functions in connection with the construction of the Project, shall become

directly or indirectly interested personally in any construction contract, material supply contract, subcontract, insurance contract, or any other contract, pertaining to the Project. The Applicant shall be responsible for enforcement of the foregoing provisions of this paragraph.

5. **EXPENSES PRIOR TO DATE OF OFFER.** - In determining the amount of Federal Assistance to be paid to the Applicant under the Offer, the Government will exclude from consideration all Project costs incurred by the Applicant prior to the date of the Offer unless such costs have been included in the estimate of cost of the Project incorporated in the Application and, in the opinion of the Government, were incurred by the Applicant in anticipation of Federal assistance for defense public works.

6. **GRANT ADVANCES AND PAYMENTS.** - The Applicant may requisition advances or payments on account of the grant provided in the Offer at any time after receipt of the Offer but not later than six months following the completion, abandonment or termination of the Project. Such requisitions shall be accompanied by such supporting data as the Government may require. After the Applicant's acceptance of the Offer and subject to the provisions of the Offer, the Government will honor such requisitions in amounts and at times deemed by it to be proper to insure the expeditious prosecution and payment of the costs of the Project. Payment on account of the grant may be made in cash or by cancellation of Bonds or other obligations owing by the Applicant to the Government, or partially in cash and partially by cancellation, at the option of the Government. No request for review of a determination of the Government affecting the grant payable under the Offer will be considered unless such request is received by the Government not later than three months following notice to the Applicant of such determination.

7. **LOAN ADVANCES AND PAYMENTS.** - The Applicant may requisition on account of the loan, if any, provided in the Offer, advances in anticipation of the issuance of the Bonds, or payments, at any time after receipt of the Offer, any such advance to bear interest from the date the Applicant receives such advance to the date of delivery of the Bonds at the same rate borne by the Bonds. Such requisitions shall be accompanied by such supporting data as the Government may require. After the Applicant's acceptance of the Offer, and subject to the provisions of the Offer, the Government will honor such requisitions in amounts and at times deemed by it to be proper. If, after advances have been made on account of the loan in anticipation of the issuance of the Bonds, the Applicant is unable, in the opinion of the Government, to issue the Bonds because of circumstances beyond the control of the Applicant's governing body, the Government may, at its election, treat such advances as a grant.

8. **CONSTRUCTION ACCOUNT.** - All funds, however provided, for the payment of the cost of the Project shall be deposited, promptly upon the receipt thereof, in a separate account or accounts (hereinafter collectively referred to as the "Construction Account"). Unless otherwise required by law, the Construction Account shall be set up in a bank or banks which are members of the Federal Deposit Insurance Corporation. Moneys in the Construction Account shall be expended only for costs of the Project and in accordance with such purposes as shall have been previously specified in the latest project control estimate approved for the Project, or, if any, the latest signed certificate of purposes filed with and as approved by the Government; Provided, That if any Bonds are held by the Government after all costs incurred in connection with the Project have been paid, all moneys then remaining in the Construction Account shall be used to re-purchase Bonds or, shall be transferred to a bond fund for the payment of interest on and principal of the Bonds.

9. **ABANDONMENT OF PROJECT.** - If the Project shall be abandoned prior to its completion or the completion of the Project becomes, in the opinion of the Government, impossible of accomplishment by the Applicant whether due to technical causes, the unavailability of labor, equipment or materials, the failure to obtain necessary permits or authorizations, or to any other causes:

(a) **Grant Payable.** - The Government shall thereupon be relieved of all of its obligations under the Offer with respect to payment of grant, except that if such abandonment is consented to or concurred in by the Government, or the Government determines that the completion of the Project is impossible of accomplishment due to no fault of the Applicant the Government's obligation to the Applicant shall continue as to an amount of grant bearing the same ratio to expenditures theretofore made and costs incurred by the Applicant (in accordance with the provisions of the Offer and as approved by the Government) that the maximum grant provided by the Offer bears to the estimated cost of the Project upon which the Offer has been based;

(b) **PURCHASE OF BONDS.** - The Government shall thereupon be relieved of all of its obligations under the Offer with respect to the purchase of Bonds thereunder, except that the Government shall have the right at its election to purchase such Bonds under the Offer as it shall deem necessary to assure payment of incurred Project costs, and to cause the Applicant to deliver Bonds on account of which the Government has theretofore made advances;

(c) **Reimbursement For Funds Advanced.** - The Applicant shall forthwith cause to be returned to the Government the portion of all advances or payments made to the Applicant under the Offer not theretofore expended on the Project in accordance with the Offer, except that an amount thereof equal to the principal of the Bonds purchased by the Government and then outstanding, together with accrued interest thereon, may be transferred by the Applicant to a bond fund for the payment of such principal and accrued interest: Provided, That only so much of the expenditures on the Project shall be considered as having been made from advances or payments made to the Applicant under the Offer as shall be determined by applying the ratio which such advances or payments at the time of expenditure bore to the total funds then available in cash for the making of such expenditures;

(d) **Completion by the Government.** - If the Government determines to take over and complete the Project, there shall be applied on the acquisition cost of the completed portion thereof the advances or payments made by the Government under the Offer as shall not have been returned by the Applicant to the Government, less the amount, if any, transferred by the Applicant to the bond fund pursuant to the provisions of subparagraph (c) hereof.

(e) **Return of Grant Payments.** - Nothing herein shall be construed to waive any right the Government may have to the return of the whole or any part of the advances or payments made under the Offer in addition to the advances or payments above provided to be repaid, or any other right which the Government may have, if the Applicant shall have abandoned the Project prior to its completion without the consent of the Government or shall have acted in bad faith or made any misrepresentations concerning the completion of the Project or the use of such advances or payments.

10. **SALE OF BONDS TO OTHERS.** - If the Offer provides for a loan, the Applicant may, with

the prior consent of the Government, sell all or any part of the Bonds to purchasers other than the Government.

11. CONSTRUCTION OF THE PROJECT. - (a) Unless the Government shall consent to the use of a different method in the construction and equipment of the Project, or to the award of contracts on a basis other than that herein provided, the contract method shall be used in the construction and equipment of the Project, and all construction, material and equipment contracts shall be awarded to the lowest responsible bidder and, except as to contracts estimated to cost not more than \$1,000, upon free, open and competitive bidding after advertisement for bids sufficient to insure adequate competition: Provided, That no contract on a cost plus a percentage of cost basis shall be made: Provided, further, That no contract on a cost plus a fixed fee basis shall provide for a fixed fee in excess of 6 per centum of the estimated cost.

(b) The Applicant shall require that, where a general contract is let for the work, specialty subcontractors shall be utilized for the performance of such parts of the work as, under normal contract practices, are performed by specialty subcontractors, unless (1) the general contractor has theretofore customarily performed such specialty work with his own organization and is then equipped to do so, or (2) in the opinion of the Applicant, concurred in by the Government, the performance of specialty work by specialty subcontractors will result in materially increased costs or inordinate delays.

12. CONTRACT SECURITY. - The Applicant shall require that each construction contractor shall furnish a bond or bonds of such type and in an amount or amounts adequate to secure the faithful performance of his contract.

13. CONTRACTORS' AND SUBCONTRACTORS' INSURANCE. - The Applicant shall require that there be maintained adequate compensation insurance for all contractors' and subcontractors' employees engaged in work on the Project.

14. QUALIFICATIONS FOR EMPLOYMENT. - The Applicant shall require that (a) in the employment of laborers and mechanics for work on the Project, preference shall be given to qualified local residents; (b) no person under the age of sixteen (16) years shall be employed on the Project; (c) no person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the Project; and (d) no person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project: Provided, That this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

15. NON-DISCRIMINATION. - The Applicant shall require that there shall be no discrimination by reason of race, creed, color, national origin or political affiliations in the employment of persons qualified by training and experience for work on the Project.

16. COLLECTIVE BARGAINING. - The Applicant shall require that the legal rights of all workers on the Project to organize and to bargain collectively, to be protected from the requirement to join a company union, and to enjoy freedom of expression and action with respect to wages, hours and conditions of labor shall not be infringed.

17. LABOR REGISTRATION. - The Applicant shall require that, at the election of the Government, workers on the Project must register at such times and places and in such manner as the Government shall direct.

18. WAGE RATES. - The Applicant shall cause minimum wage rates for the various classes of laborers and mechanics engaged in work on the Project to be determined in accordance with applicable law. In the absence of such law, the Applicant shall determine, and submit to the Government for its concurrence, such minimum wage rates, and in so doing shall give consideration to the rates prevailing for the corresponding classes of laborers and mechanics employed upon projects of a character similar to the Project work in the area from which labor for the Project must be drawn, and to new wage rates, negotiated and concluded through bona fide collective bargaining processes, to become effective at a later date. The Applicant shall require that a complete schedule of all such minimum wage rates (whether determined by the Applicant with the concurrence of the Government, or as required by law) shall be set forth in each construction contract prior to inviting bids for such contract, and that the wages paid to such laborers and mechanics be not less than the minimum rates so determined therefor. The Applicant shall also require that all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned shall be posted at appropriate conspicuous points at the site of the Project. Unless otherwise required by law, wage rates need not be established for non-manual workers, including executive, supervisory, administrative and clerical employees.

19. COMPUTATION OF WAGES ON 8-HOUR DAY. - The Applicant shall require (a) that the wages of every laborer and mechanic engaged in work on the Project shall be computed on a basic day rate of eight hours per day, eight hours of continuous employment, except for lunch periods, constituting a day's work when a single shift is employed, and seven and one-half hours of continuous employment, except for lunch periods, constituting a day's work when two or more shifts are employed; and (b) that work in excess of eight hours per day shall be permitted upon compensation, when a single shift is employed, at one and one-half times the basic rate of pay for all hours worked in excess of eight hours on any one day, or at any time during the interval from 5 P.M. Friday to 7 A.M. Monday, or on holidays, and, when two or more shifts are employed, at one and one-half times the basic rate of pay for all hours worked in excess of seven and one-half hours on any one day or at any time during the interval from Friday midnight to Sunday midnight.

20. PAYMENT OF EMPLOYEES. - The Applicant shall require that each construction contractor and subcontractor shall pay each of his employees engaged in work on the Project in full in cash and not less than once each week, less legally required deductions and also deductions permitted by the regulations prescribed under the so-called "Kick-Back Statute" (48 Stat. 948): Provided, That when circumstances render payment in cash infeasible or impracticable payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements or inconvenience to the worker.

21. WAGE UNDERPAYMENT AND ADJUSTMENTS. - The Applicant shall require that, in cases of underpayment of wages by any contractor, it shall withhold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

22. "KICK-BACK" REGULATIONS. The Applicant shall require the inclusion in all contracts with contractors or subcontractors for the construction or prosecution of the Project satisfactory provisions expressly bonding the respective contractors or subcontractors to comply with such applicable regulations as are issued by the Secretary of Labor pursuant to the so-called "Kick-Back Statute" (48 Stat. 948) approved June 13, 1934, as amended or supplemented by any other statute.

23. APPRENTICES. - Unless otherwise required by law the Applicant shall require that the number of apprentices, in each trade or occupation, employed by each construction contractor or subcontractor, shall not exceed the number permitted by the applicable standards of the United States Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' associations of the respective trades or occupations.

24. ACCIDENT PREVENTION. - The Applicant shall require that precautions shall be exercised at all times for the protection of persons (including employees) and property, and that hazardous conditions be guarded against or eliminated.

25. INSPECTION. - The Applicant shall require that the Federal Works Administrator and his authorized representatives and agents be permitted, and it will itself permit them, to inspect all work, materials, pay rolls, records of personnel, invoices of materials and other relevant data and records. The Applicant shall cause to be provided and maintained during the construction of the Project adequate facilities at the site thereof for the use of the Administrator's representatives or agents assigned to the Project.

26. SIGNS. - The Applicant shall cause to be erected at the site of the Project such signs, identifying the Project, as the Government may prescribe.

27. REPORTS, RECORDS AND DATA. - The Applicant shall submit, and shall require each contractor and subcontractor on the Project to submit, to the Government such schedule of quantities and costs, progress schedules, pay rolls, reports, estimates, records, and miscellaneous data as may be required under applicable Federal statutes or rules and regulations promulgated thereunder.

28. PAYMENTS TO CONTRACTORS. - Not later than the fifteenth day of each calendar month the Applicant shall make a partial payment to each construction contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month by the particular contractor, but shall retain until final completion and acceptance of all work covered by the particular contract a reasonable amount, specified in the contract, sufficient to insure the proper performance of the contract.

29. NAMING PROJECT. - The Applicant shall not name the Project for any living person.

30. COMMEMORATIVE TABLETS AND CORNERSTONES. - Commemorative tablets and cornerstones for the Project must be satisfactory to the Government.

31. STATE OR TERRITORIAL LAW. - Anything in the Offer to the contrary notwithstanding, nothing in the Offer shall require the Applicant to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Territorial law; Provided, That if any of the provisions of the Offer violates any applicable State or Territorial law, or if compliance with the provisions of the Offer would require the Applicant to violate any applicable State or Territorial law, or if because of any other reason the Applicant cannot comply with any of such provisions, the Applicant will at once notify the Federal Works Administrator in writing in order that appropriate changes and modifications may be made by the Federal Works Administrator and the Applicant to the end that the Applicant may proceed as soon as possible with the construction of the Project.

32. WAIVER. - Any provision in the Offer and the Terms and Conditions may be waived in whole or in part (and subject to such conditions as may be deemed desirable) with the consent of the Applicant and the written approval of the Government without the execution of a new or supplemental agreement.

- - - - -
AN ORDINANCE (2177)

ADOPTING A FINAL BUDGET FOR THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1942.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. The public hearing on the budget filed with the City Clerk as required by law, for the expenditures of the City of San Antonio during the current fiscal year, having been held on July 23, 1942, at the time and place after due notice had been given as provided by law; and, after hearing and considering the said budget, at the conclusion of said hearing, the budget for the 1942 General Fund, as prepared by the Mayor, was acted upon, adopted and approved by the Board of Commissioners of the City of San Antonio by ordinance passed and approved on the 23rd

day of July, 1942, which budget for the General Fund was prepared to show as definitely as possible each of the various projects for which appropriations were set up, the estimated amount of money carried for each of said projects, the financial statement of the City, the funds received from all sources during the previous year, the estimated revenue available for the budget and the rate of tax required.

2. The final budget of all expenditures of the City of San Antonio during the current fiscal year 1942, beginning the 1st of June, 1942 and ending the 31st day of May, 1943, and containing the various amounts to be appropriated for all purposes, is in words and figures as follows:

For the Department of Public Affairs in General, the sum of	\$ 475,500.00	
For the Department of Taxation, the sum of	115,600.00	
For the Department of Sanitation, Parks & Public Property, the sum of	717,600.00	
For the Department of Streets and Public Improvements, the sum of	418,000.00	
For the Department of Fire and Police, the sum of	<u>1,386,300.00</u>	\$ 3,113,000.00
Library Special Fund		84,000.00
Police & Firemen's Pension Fund		144,000.00
Interest & Sinking Funds		1,179,355.00
Water Improvement District No. 3		6,960.00
Water Improvement District No. 6		2,560.00
Water Improvement District No. 7		2,300.00
Improvement District Sinking Funds:		
Improvement District No. 2	500.00	
Improvement District No. 4	7,100.00	
Improvement District No. 12	252.50	
Improvement District No. 15	<u>3,502.50</u>	
		<u>11,355.00</u>
TOTAL		\$ 4,543,530.00

3. The Board of Commissioners in their judgment find that the budget prepared by the Mayor and filed with the City Clerk, which is made a part of this ordinance by direct reference, is warranted by the law and is demanded for the best interest of the taxpayers, and by this act it is approved finally, and taxes shall be levied and expenditures of the funds of the City shall be made in compliance with the adopted budget.

4. WHEREAS, an emergency is apparent for the immediate preservation of public peace, health and safety, to-wit: to preserve the financial and borrowing credit of the City to secure funds for maintaining the necessary functions of government, and pay the debts of the City, that require this ordinance to become effective at once; therefore, upon the passage of this ordinance by vote of four-fifths (4/5) of the Board of Commissioners, it shall be effective from and after the date of its passage, as made and provided by the Charter of the City of San Antonio, Texas, and it is so ordered.

5. PASSED AND APPROVED this 20th day of March, A.D. 1943.

Gus B. Mauermann

M A Y O R

ATTEST:

J. M. Woods,
City Clerk.

A RESOLUTION (2194)

REQUESTING TEXAS STATE BOARD OF HEALTH TO SPONSOR QUARANTINE HOSPITAL PROJECT TEX. 41-349.

WHEREAS, the City of San Antonio has hertofore made application for a Federal contribution, Lanham Act Funds of \$121,269.75, to defray the maintenance and operation costs of a Quarantine Hospital in San Antonio, Texas, for the treatment and control of venereal diseases; and,

WHEREAS, the United States Public Health Service and the State Department of Health of the State of Texas propose to donate services valued at \$17,000.00 of the above amount, or 14.1 per cent of the cost of the Project which is known as Quarantine Hospital Project Tex. 41-349; and,

WHEREAS, it is the desire that the Texas State Board of Health become the sponsor of such Project; THEREFORE:-

BE IT RESOLVED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

That the Texas State Board of Health be and is hereby requested to become the sponsor to said Quarantine Hospital Project Tex. 41-349, and that copy of this Resolution be certified and forwarded by the City Clerk to George W. Cox, M.D. State Health Officer, Austin, Texas.

PASSED AND APPROVED this 29th day of March, A.D. 1943.

/s/ Gus B. Mauermann

Gus B. Mauermann

M A Y O R

ATTEST:

/s/ J. M. Woods,

J. M. Woods,

City Clerk.

AN ORDINANCE (2203)

AUTHORIZING THE MAYOR TO EXECUTE DEED, CONVEYING TRIANGULAR PIECE OF LOT 17, NEW CITY BLOCK 3111 TO C. T. GOLDING AND WIFE, MRS. VESTA G. GOLDING, IN EXCHANGE FOR TRIANGULAR PIECE OF LOT 16, NEW CITY BLOCK 3111, FOR THE PURPOSE OF STRAIGHTENING MARTINEZ CREEK.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SAN ANTONIO:-

1. That the Mayor of the City of San Antonio be and he is hereby authorized and directed to execute deed to a triangular peice of Lot 17, New City Block 3111, within the corporate limits of the City of San Antonio, Bexar County, Texas, to C. T. Golding and wife, Mrs. Vesta Golding, as follows:

2. Beginning at the southeast corner of said Lot 17; Thence westward along the south line of said Lot 17, twenty feet; Thence in a northeasterly direction to a point in the division line between Lots 16 and 17, half-way between the north line and the south line of these lots; Thence southward along said division line to the place of beginning;

3. In exchange for a triangular piece of Lot 16, New City Block 3111, within the corporate limits of the City of San Antonio, Bexar County, Texas, to be conveyed to the City of San Antonio by C. T. Golding and wife, Mrs. Vesta G. Golding, as follows:

4. Beginning at the northwest corner of Lot 16; Thence east along the north line of said Lot 16, twenty feet; Thence in a southwesterly direction to a point in the division line between Lots 16 and 17, half way between the north line and the south