

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

July 27, 1944
10:30 A.M.

Council Chamber, City Hall

The meeting was called to order, with Mayor Miller presiding.

Roll call

Present : Councilmen Alford, Bartholomew, Gillis, Mayor Miller - 4
Absent : Councilman Wolf - 1

Present also: Walter E. Seaholm, Acting City Manager; J. E. Motheral, City Engineer; J. M. Patterson, Jr., Acting City Attorney; and R. D. Thorp, Chief of Police.

The minutes of the Regular Meeting of July 13, 1944, were read; the Regular Meeting for July 20 not having been held. Councilman Alford moved that the minutes be adopted as read. The motion carried by the following vote:

Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
Noes : None
Absent: Councilman Wolf

Mayor Miller announced that a joint meeting of the City Council with the City Plan Commission, the Acting City Manager, the City Engineer, and the State Highway Engineers would be held in the Council Chamber at the City Hall on Tuesday, August 1, at 8:00 P. M., for a discussion of the Low Water Dam project and the beautification of the banks of the Colorado River from the site of the proposed dam to Zilker Springs.

RAYMOND CANYON appeared before the Council and submitted an offer to furnish, without cost to the City, sufficient gravel from his gravel pit twelve miles north of the City on U. S. Highway No. 81 for testing purposes to determine whether the same meets the City's requirements sufficiently for the City to contract for the purchase of such gravel for its road-building program. The matter was referred to the City Engineer, with instructions to accept said offer.

The application of LYMAN CALVIN MORRISS, 300 Congress Avenue, for a taxicab driver's permit, duly approved by the Acting City Manager, was submitted. Councilman Alford moved that the permit be granted. The motion carried by the following vote:

Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
Noes : None
Absent: Councilman Wolf

The application of D. F. SAMUEL, 300 Congress Avenue, for a license to operate as a taxicab a 4-door Chevrolet Sedan, 1942 Model, State License (1942) No. K99-974, (1944) No. FR3-590, to replace Taxicab Permit No. 23 cancelled by Tony Sconci, duly approved by the Acting City Manager, was submitted. Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

The application of FRANK L. SCONCI, 300 Congress Avenue, for a license to operate as a taxicab a 4-door Chevrolet Sedan, 1942 Model, State License (1942) No. 607-571, (1944) No. FR6-396, to replace Taxicab Permit No. 16 cancelled by D. F. Samuel, duly approved by the Acting City Manager, was submitted. Councilman Bartholomew moved that the license be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

The application of FENTON'S NO. 2, 300 Barton Springs Road, by R. H. Fenton, owner, for a Retail Package Store permit, duly approved by the Acting City Manager, was submitted. Councilman Gillis moved that the permit be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

The application of HEARD'S GRILL, Congress Avenue at 7th Street, by Morin M. Scott, owner, for a Retailer's Beer and Wine permit, duly approved by the Acting City Manager, was submitted. Councilman Alford moved that the application be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

The application of RICHARD'S PLACE, 312 East 1st Street, by Richard Joseph, for a Retailer's Beer and Wine permit, duly approved by the Acting City Manager, was submitted. Councilman Alford moved that the application be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

The application of HARVEY'S PLACE, 504 East 1st Street, by Hafiz Sab, owner, for a Retailer's Beer and Wine permit, duly approved by the Acting City Manager, was submitted. Councilman Alford moved that the application be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

The application of AVENUE CAFE, 207 Congress Avenue, by A. T. Wade, owner, for a Retailer's Beer and Wine permit, duly approved by the Acting City Manager, was submitted. Councilman Alford moved that the application be granted. The motion carried by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

Councilman Gillis offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, J. M. Odom is the Contractor for the alteration of a building located at 506 Congress Avenue and desires a portion of the sidewalk and street space abutting parts of Lots 2 and 3, Block 55, of the Original City of Austin, Travis County, Texas, during the alteration 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 J. M. Odom, the boundary of which is described as follows:

Sidewalk and Street Working Space

Beginning at the northeast corner of the above described property; thence in an easterly direction and at right angles to the centerline of Congress Avenue 6 feet to a point; thence in a southerly direction and parallel with the centerline of Congress Avenue approximately 32 feet to a point; thence in a westerly direction to the southeast corner of the above described property.

2. THAT the above privileges and allotment of space are granted to the said J. M. Odom, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall erect within the above described working space a solid fence built of not less than one inch material and at least 8 feet in height (or extending from the sidewalk to the under side of the present awning) substantially braced and anchored and to maintain same in good condition at all times while the work is in progress. The Contractor will be permitted to put a door in the barricade that will either open in or slide parallel to the barricades, and at all times that material is being delivered or taken away from the building, a watchman shall be provided to warn pedestrians of approaching danger. The Contractor will also be permitted to use two parking meter spaces immediately in front of the entrance in the barricade for the delivery or removal of materials during construction work.

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

(5) 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.

(6) 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 system for all tunnels.

(7) 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 August 15, 1944.

(8) 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.

(9) 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.

(10) 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 for said building projects, whether done by the Contractor, City forces, or public utilities, shall be replaced or repaired at the Contractor's expense.

(11) That the Contractor shall furnish the City of Austin a surety bond in the sum of Two Thousand Dollars (\$2000.00), 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.

Which motion, carrying with it the adoption of the resolution, prevailed by the following vote:

Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller

Noes : None

Absent: Councilman Wolf

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, Texas Public Service 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:

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THAT Texas Public Service 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 WEST 35TH STREET from Pratt Avenue westerly 200 feet, the centerline of which gas main shall be 13.5 feet south of, and parallel to, the north property line of said West 35th Street.

Said gas main described above shall have a covering of not less than 2-1/2 feet.

- (2) A gas main in EAST 10TH STREET from a point 83 feet east of Wheelless Street easterly 92 feet, the centerline of which gas main shall be 7-1/2 feet south of, and parallel to, the north property line of said East 10th Street.

Said gas main described above shall have a covering of not less than 2-1/2 feet.

- (3) A gas main in EAST 13TH STREET from a point 257 feet west of Olander Street westerly 64 feet, the centerline of which gas main shall be 28 feet south of, and parallel to, the north property line of said East 13th Street.

Said gas main described above shall have a covering of not less than 2-1/2 feet.

- (4) A gas main in TOYATH STREET from West 10th Street to a point 169 feet north of West 11th Street, the centerline of which gas main shall be 6.5 feet west of, and parallel to, the east property line of said Toyath Street.

Said gas main described above shall have a covering of not less than 2-1/2 feet.

- (5) A gas main in WEST 11TH STREET from Toyath Street easterly 134 feet, the centerline of which gas main shall be 6.5 feet south of, and parallel to, the north property line of said West 11th Street.

Said gas main described above shall have a covering of not less than 2-1/2 feet.

- (6) A gas main in COMAL STREET from a point 24 feet north of East 20th Street, southerly 387 feet, the centerline of which gas main shall be 27 feet east of, and parallel to, the west property line of said Comal Street.

The Texas Public Service 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 Texas Public Service Company requires definite information upon the ground as to elevations and working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required.

The Texas Public Service 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 franchise granted to said Company by the City of Austin.

Which motion, carrying with it the adoption of the resolution, prevailed by the following vote:

Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller

Noes : None

Absent: Councilman Wolf.

Councilman Bartholomew offered the following resolution and moved its adoption:

(RESOLUTION)

ACCEPTANCE OF THE OFFER
OF THE UNITED STATES OF AMERICA

WHEREAS, there has been filed with the Federal Works Agency in behalf of CITY OF AUSTIN (herein called the "Owner"), an application for Federal assistance under the War Public Works program, and the UNITED STATES OF AMERICA, acting by and through the Federal Works Administrator, has transmitted to the Owner an Offer of Federal assistance in connection with the public works referred to in said application and described in said Offer; and

WHEREAS, said Offer has been duly read in open meeting, fully considered in accordance with all pertinent rules of procedure and legal requirements, and made a part of the Owner's public records; and

WHEREAS, it is deemed advisable and in the public interest that said Offer be accepted; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE OWNER:

THAT the said Offer, a true and correct copy of which, including the Terms and Conditions, is hereto attached, be and the same hereby is accepted without reservation or qualification.

UNITED STATES OF AMERICA

FEDERAL WORKS AGENCY

GRANT OFFER

Washington, D. C.
Project No. Tex-41-670-N
Dated: June 20, 1944

CITY OF AUSTIN
Austin, Texas

Subject to the Terms and Conditions (FWA Form No. W-100, dated October 15, 1943) attached hereto and made a part hereof, the United States of America (herein called the "Government") hereby offers to make you a Grant of \$30,500 to aid in financing the acquisition and construction of public works consisting of Hospital Nurses' Home and Training Facilities, including Classroom, Office and Living Room, installation of Exhaust Fan in existing boiler room, and necessary land (herein called the "Project"), at the presently estimated cost to you of \$61,000; provided, however, that if the actual cost to you of the Project upon completion, as determined by the Federal Works Administrator, is less than the presently estimated cost specified above, the Grant shall be reduced to an amount which bears the same ratio to said actual cost as the amount of the Grant specified herein bears to the said estimated cost.

You covenant by the acceptance of this Offer that you will, in addition to your other obligations under this Offer, furnish equipment for said Nurses' Home and Training Facilities, which equipment will be outside the scope of the Project.

The Offer dated May 22, 1944, made by the Government to you is hereby revoked unless it has been previously accepted by you, in which event your acceptance of this Offer shall effectuate a cancellation of the contract created by said acceptance of said prior Offer; provided, that the cancellation of such contract shall not impair or vitiate any acts performed or proceedings taken thereunder prior to such cancellation, but such acts or proceedings may be continued under the contract created by the acceptance of this Offer.

Nothing herein shall be construed as vesting in any department or agency of the United States power to exercise any supervision or control over such facilities, nor shall any of the provisions hereof be construed as prescribing or affecting your administration or personnel in the maintenance and operation of such facilities.

UNITED STATES OF AMERICA

Federal Works Administrator

By /s/ Baird Snyder
Assistant Administrator.

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:

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(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, contract 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. GRANT PAYABLE IN TANGIBLE PROPERTY. - The grant provided in the Offer may be paid in part with tangible property. The Government may transfer or rent to the Applicant, with its approval and upon mutually satisfactory terms, equipment or other tangible property deemed necessary for the Project or its construction, and such transfer or rental shall effect a

reduction in the grant otherwise payable in money equal to the amount charged the Applicant for such property.

8. **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.

9. **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 repurchase Bonds or shall be transferred to a bond fund for the payment of interest on and principal of the Bonds.

10. **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 therefore 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 so much of 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 which 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.

11. SALE OF BONDS TO OTHERS. - If the Offer provided 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.

12. 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 costs 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.

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13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 bone 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.

20. 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 intervals from Friday midnight to Sunday midnight.

21. 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 often 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 inconveniences to the worker.

22. 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.

23. "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 binding 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.

24. 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.

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

26. 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.

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 schedules 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.

Which motion, carrying with it the adoption of the resolution prevailed by the following vote:

- Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
- Noes : None
- Absent: Councilman Wolf

Councilman Gillis offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, the City of Austin taxes for the years 1927 through 1943, were assessed in the name of Ada Thomas on the East 18 feet of Lot 6, and West 35 feet of Lot 7, Block 12, Outlet 32, 33, Division "B", Glenwood Subdivision, Plat 38, in the City of Austin, Travis County, Texas; said taxes for said years being in the amount of \$136.38, and for nonpayment of same at maturity, penalty in the sum of \$6.82 has been assessed and interest in the amount of \$69.28 has accrued, making the total amount of taxes, penalties, and interest due \$212.48; and

WHEREAS, the City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$6.82 and one-half of the interest in the sum of \$34.64; therefore,

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

THAT the aforesaid penalty in the sum of \$6.82 and one-half of the interest in the sum of \$34.64 are hereby remitted, and the Tax Assessor and Collector of the City of Austin is hereby authorized and directed to charge said penalty in the sum of \$6.82 and said interest in the sum of \$34.64 off his rolls and to issue to the party entitled to receive same a receipt in full upon the payment of the aforesaid taxes and one-half of the interest, as aforesaid.

Which motion, carrying with it the adoption of the resolution, prevailed by the following vote:

Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller
 Nees : None
 Absent: Councilman Wolf

Councilman Alford offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, the City of Austin taxes for the years 1939 through 1943 were assessed in the name of Jim Gatoura on Lot 35, Outlet 1, Division "X", College Court, Plat 56, in the City of Austin, Travis County, Texas; said taxes for said years being in the amount of \$390.89, and for nonpayment of same at maturity, penalty in the sum of \$19.54 has been assessed and interest in the amount of \$49.55 has accrued, making the total amount of taxes, penalties and interest due \$459.98; and

WHEREAS, the City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$19.54 and one-half of the interest in the sum of \$24.78; therefore,

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

THAT the aforesaid penalty in the sum of \$19.54 and one-half of the interest in the sum of \$24.78 are hereby remitted, and the Tax Assessor and Collector of the City of Austin is hereby authorized and directed to charge said penalty in the sum of \$19.54 and said interest in the sum of \$24.78 off

his rolls and to issue to the party entitled to receive same a receipt in full upon the payment of the aforesaid taxes and one-half of the interest, as aforesaid.

Which motion, carrying with it the adoption of the resolution, prevailed by the following vote:

Ayes : Councilmen Alford, Bartholomew, Gillis, Mayor Miller

Noes : None

Absent: Councilman Wolf

There being no further business, upon motion, seconded and carried, the meeting was recessed at 11:25 A. M., subject to call of the Mayor.

APPROVED:

Tom Miller.
MAYOR

ATTEST:

Pattie M. Keller
CITY CLERK