

AN ORDINANCE

MAKING A CONTRACT WITH THE COUNTY OF BEXAR FOR RENTAL OF VOTE MACHINES AND TO SHARE OF EXPENSES AND JOINT APPOINTMENT OF ELECTION OFFICIALS FOR ELECTION ON NOVEMBER 13, 1951

BE IT ORDAINED by the Commissioners of the City of San Antonio, that,

1. The attached contract executed by Hon. Chas. W. Anderson, County Judge of Bexar County, making and manifesting a contract between the City of San Antonio and the County of Bexar for rental of vote machines, and to share expenses and joint appointment of Election officials for the election to be held on November 13, 1951 is hereby accepted.

2. The Mayor is hereby authorized to sign the acceptance of this contract.

Ordinance book _____ page _____

RECORDED

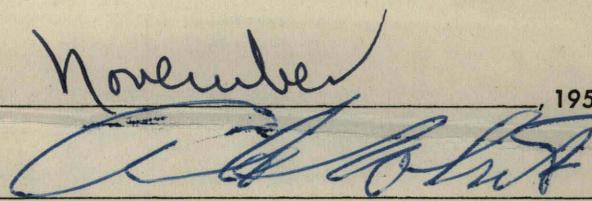
NOV 1 1951

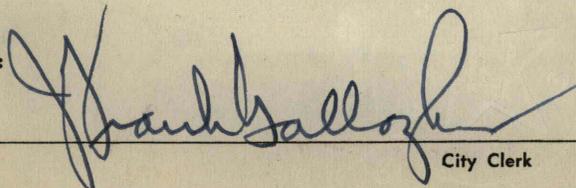
Meeting of the Commissioners

PASSED AND APPROVED

City Clerk

PASSED AND APPROVED on the 13th day of November, 1951


Mayor

Attest: 
City Clerk

NOV 1 1951

Appro. No. _____

Ord. No. 16431

AN ORDINANCE

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PASSED AND APPROVED

Meeting of the Commissioners

NOV 1 1951

195

City Clerk.

RECORDED

Minute Book 77 Page 628

Ordinance Book 77 Page 57

Appro. No. _____

AN ORDINANCE

Ord. No. _____

BE IT ORDAINED by the Commissioners of the City of San Antonio, that

PASSED AND APPROVED on this _____ day of _____ 1951

Attest:

CITY CLERK

Notary

THE STATE OF TEXAS

COUNTY OF BEXAR

WHEREAS, the Commissioners' Court of Bexar County, Texas, on the 17th day of June, 1940, entered an order under the provisions of Article 2997a Revised Civil Statutes of the State of Texas, as amended, directing that voting machines be the medium of voting in all elections to be held in said County aforesaid after August 15, 1940, except absentee voting; and,

WHEREAS, the Governor of the State of Texas has issued a Proclamation on August 15, 1951, calling for a Special Election to be held on the 13th day of November, 1951, in the several counties of the State of Texas; and,

WHEREAS, the Commissioners Court of Bexar County, Texas, on October 8th, 1951, passed an order calling a Special Election on the "Optional Road Law of 1947" on the 13th day of November, 1951, in the several election precincts within the limits of the County of Bexar, State of Texas; and,

WHEREAS, the City of San Antonio proposes to call an Election to be held on the 13th day of November, 1951 and, if required, a Run-Off Election on the 27th day of November, 1951, in the several election precincts within the corporate limits of the City of San Antonio, Texas; and,

WHEREAS, the Commissioners' Court of Bexar County, Texas, on 22nd day of October, 1951, passed an order authorizing and empowering the County Judge of Bexar County, Texas, to enter into a contract and agreement with the City of San Antonio to lease or rent to said City approximately 155 voting machines which said voting machines are now in the custody of Bexar County, Texas, for use jointly by the said City and the County of Bexar in said elections to be held on the 13th day of November, 1951, and singularly by the City of San Antonio if needed, for a Run-Off Election on the 27th day of November, 1951, the rent to be charged by Bexar

County to be at the rate of \$10.00 per machine; provided, however, that in those election precincts which lie partly within and partly without the corporate limits of the City of San Antonio and in which the polling place duly selected by the Commissioners Court of Bexar County, Texas, does not lie within the corporate limits of the said City, the rent for 6 (six) additional voting machines thus required by said City for use in said precincts to be twenty-dollars (\$20.00) per machine; provided further that rent for any additional voting machines to be used for absentee voting by the City to be twenty-dollars (\$20.00) per machine; the City of San Antonio and County of Bexar to share equally the cost of preparation of said machines for said elections and the cost of servicing said machines prior to and on the date of said elections and for the City of San Antonio and the County to equally pay for the drayage of said machines from the Bexar County Court House to each of the several election places within the corporate limits of the City of San Antonio and to equally pay for any drayage necessary for the return of said voting machines from said voting places either to the Bexar County Court House or to such places, within the corporate limits of the City of San Antonio, as may be designated by the Commissioners' Court of Bexar County, Texas, provided that cost of preparation, cost of servicing and cost of drayage of those voting machines to be used within those precincts which lie partly within and partly without the corporate limits of the City of San Antonio or used for absentee voting to be paid entirely by the said City; the said City of San Antonio and County of Bexar to share equally the pay of all common and jointly appointed election officials and all costs of election supplies and all other expenses of said elections to be held on the 13th day of November, 1951, in so far as those expenses are applicable to election precincts within the corporate limits of the City of San Antonio; provided that County of Bexar shall not be obligated for any pay of election officials, cost of election ballots or supplies, or expenses of any kind to

be incurred by a Run-Off Election to be held on the 27th day of November, 1951, by the City of San Antonio, if needed; NOW, THEREFORE:

KNOW ALL MEN BY THESE PRESENTS, that this agreement, entered into by and between the County of Bexar, acting by and through its duly authorized, elected, qualified and acting County Judge, Charles W. Anderson, hereinafter called the County, and the City of San Antonio, an duly incorporated City of Texas, acting by and through its duly authorized, elected, qualified and acting Mayor, A. C. "Jack" White, hereinafter called City, WITNESSETH:

That said County thus agrees to rent to the said City approximately 155 voting machines which said voting machines are now in the custody of Bexar County, Texas, for use jointly by the said City and said County in the elections to be held on the 13th day of November, 1951, and for use singularly by said City, if needed, for a Run-Off Election on the 27th day of November, 1951, the rent to be charged by said County to be at the rate of ten dollars (\$10.00) per machine; provided, however, that in those election precincts which lie partly within and partly without the corporate limits of the said City, and in which the polling place duly selected by the Commissioners Court of Bexar County, Texas, does not lie within the corporate limits of said City, the rent for additional voting machines thus required by said City for use in said precincts to be twenty-dollars (\$20.00) per machine; provided further that rent for any additional voting machine or machines for use by said City in absentee voting shall be at the rate of twenty-dollars (\$20.00) per machine.

It is further understood and agreed that the said City and said County are to share equally the cost of preparation of said machines for said elections on the 13th day of November, 1951, and the cost of servicing said machines prior to and on the date of said elections, and for the said City and said County to equally pay for the drayage of said machines from the Bexar County Court House to each of the several election places within the corporate limits of the said City, and to equally pay for any drayage necessary for the

return of said voting machines from said voting places either to the Bexar County Court House or to such places, within the corporate limits of the City of San Antonio as may be designated by the Commissioners' Court of Bexar County, Texas; provided further that the cost of preparation, cost of servicing and cost of drayage of those voting machines to be used within those precincts which lie partly within and partly without the corporate limits of the City of San Antonio or in absentee voting by the City, are to be paid entirely by said City.

It is further agreed that the said City and County are to share equally the pay of all common and jointly appointed election officials, the cost of election ballots and supplies and all other expenses of said elections to be held on the 13th day of November, 1951, in so far as those election expenses are applicable to election precincts within the corporate limits of the City of San Antonio. It is further agreed that all bills and accounts of election expenses of the elections to be held on the 13th day of November, 1951, shall be turned over to the proper County officials, and that said County will then bill the said City for its share of the election expenses and rental of said voting machines, in accordance with the provisions of this agreement.

It is further understood and agreed that nothing herein shall be construed to obligate the said County for any payment of election officials, cost of preparing or servicing voting machines, cost of election ballots or supplies, or expenses of any kind to be incurred by a Run-Off Election to be held on the 27th day of November, 1951, by said City, if needed.

It is further agreed that said City and said County shall be equally liable for all damages to or destruction of any voting machines which shall occur from any cause whatsoever from the time the said machines are removed from the Bexar County Court House for use in the elections to be held on the 13th day of November, 1951, until the time that said machines are returned to the custody of the County; provided further that said City shall be liable for all

damages to or destruction of any voting machines to be used exclusively by said City in those precincts which lie partly within and partly without the corporate limits of said City, or in absentee voting by the City, which shall occur from any cause whatsoever from the time said machines are removed from the Bexar County Court House for use in the elections to be held on the 13th day of November, 1951, until the time the said machines are returned to the custody of the County.

And it is hereby agreed and understood that for the purpose of enforcing this provision the machines shall be inspected jointly by an agent of the County and an agent of the City before they are removed from the Bexar County Court House for use in the elections on the 13th day of November, 1951, and that any damages or defects then existing to any of said machines shall be recorded.

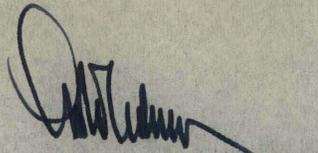
Upon the return of the said machines after their use in the elections on the 13th day of November, 1951, immediately after they are unloaded and before they are placed in storage, said machines shall be again inspected by an agent of the County and an agent of the City for the purpose of determining what damages, if any, have occurred during the period of custody of the City of San Antonio. The damages so determined by the agents of the County and the City shall be the basis of the joint liability, if any, of the City and County under this provision of the contract.

It is further agreed that if the said voting machines are used by the City in a Run-Off Election on the 27th day of November, 1951, these same provisions as to inspection shall apply, but the City shall be liable for damages to or destruction of any voting machine which shall occur from any cause whatsoever during, or as a result of its use in said Run-Off Election. And damages determined by agents of the County and the City after inspection of said machines after use in the said Run-Off Election, shall be the basis of the City's liability, if any, under this provision of the contract.

The City of San Antonio hereby agrees that the rental charge

and its share of election expenses hereinabove provided for is to be remitted to the County of Bexar immediately upon receipt of a bill for same from the County.

Witness my hand and seal of office, this the 29 day of October A.D. 1951.



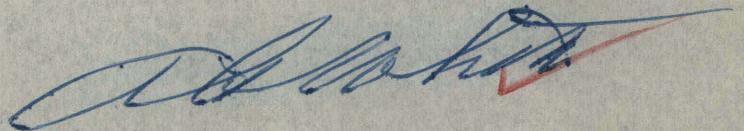
Charles W. Anderson
County Judge, Bexar County, Texas

ATTEST:

Fred Huntress
County Clerk

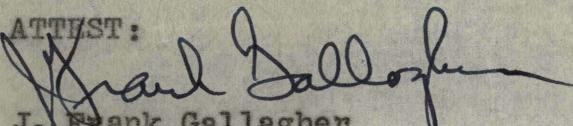
By Marguerite Page, Deputy

ACCEPTED by and on behalf of the City of San Antonio, Bexar County, Texas, this the 1st day of November A.D. 1951.



A. C. "Jack" White
Mayor

ATTEST:



J. Frank Gallagher
City Clerk

VOTE

Mayor

Meeting of the City Commissioners _____, 1951

Resolution }
Ordinance } Motion by Commissioner _____

Approp. No. _____

Ord. No. 16431

| | Roll Call | Aye | Nay | Aye | Nay |
|--|-----------|-----|-----|-----|-----|
| A. C. WHITE Mayor | | ✓ | / | | |
| T. N. TUCKER Commissioner of Taxation | | ✓ | / | | |
| ALVIN E. SCHMIDT Commissioner of Sanitation | | ✓ | / | | |
| SAM BELL STEVES Commissioner of Streets, etc. | | ✓ | / | | |
| G. M. ROPER Commissioner of Fire & Police | | ✓ | / | | |