Public Notice

TORRANCE HERALD—600

NOTICE OF SALE OF FRANCHISE TO CONSTRUCT, ERECT, MAINTAIN, OPERATE, REPAIR, RENEW, CHANGE THE SIZE OF AND REMOVE PIPE LINES, NOT TO EXCEED SIXTEEN INCHES (16") IN INTERNAL DIAMETER, FOR THE TRANSPORTATION OF OIL, PETROLEUM, GAS, GASOLINE OR OTHER HYDROCARBON SUBSTANCES OR WATER IN THE CITY OF TORRANCE.

TO WHOM IT MAY CONCERN:

Notice is hereby given that an application has been made to the City Council of the City of Torrance by Pacific Coast Gasoline Company, a California corporation, for a franchise for a period of twenty-five (25) years from and after the effective date of the Ordinance granting said franchise to construct, erect, maintain, operate, repair, renew, change the size of and remove pipe lines, not to exceed sixteen inches (16") in internal diameter, for the transportation of oil, petroleum, gas, gasoline or other hydrocarbon substances or water in, under, along, and across the public streets, highways and alleys within the City of Torrance, County of Los Angeles, State of California, described as follows:

Sepulveda Boulevard from the westerly boundary line of Crenshaw Boulevard to the easterly City Limits of the City of Torrance; 227th Street from its westerly end to the easterly boundary line of Cypress Street; 229th Street from its westerly end to the easterly boundary line of Arlington Avenue; 230th Street from its westerly end to the easterly boundary line of Eshelman Avenue; 231st Street from its westerly end west of Pennsylvania Avenue to the easterly boundary line of Arlington Avenue and from the easterly boundary line of Eshelman Avenue to the west end of 231st Street lying one-half block west of Eshelman Avenue; 233rd Street from its westerly end to the easterly boundary line of Walnut Street; 235th Street from its westerly end to the easterly boundary line of Walnut Street; 236th Street from its westerly end to the easterly boundary line of Walnut Street; 237th Street from the westerly boundary line of Pennsylvania Avenue to the easterly boundary line of Walnut Street; 238th Street from the westerly boundary line of Arlington Avenue to the easterly boundary line of Walnut Street; Pennsylvania Avenue from the northerly boundary line of Sepulveda Boulevard to the southerly boundary line of 237th Street; Cypress Street from the northerly boundary line of Sepulveda Boulevard to the Southerly boundary line of 229th Street; Arlington Avenue from the northerly boundary line of Sepulveda Boulevard to the south City Limits of the City of Torrance at approximately one-half block south of 239th Street; Eshelman Avenue from its northerly end to the south City Limits of the City of Torrance at approximately one-half block south of 238th Street; Walnut Street from its northerly end to the south City Limits of the City of Torrance at approximately one-half block south of 238th Street.

It is proposed by the City Council to offer for sale and grant the said franchise to the highest cash bidder on the terms and conditions herein mentioned. Said franchise is described in Articles 1 to 24, inclusive, following: (As used herein the words "the franchise" mean the franchise to be granted, if any, as a result of this notice. The words "this ordinance" mean the ordinance granting the franchise advertised by this notice).

ARTICLE 1
NATURE OF FRANCHISE

There is hereby granted to ——— hereinafter referred to as "Grantee," for the term of twenty-five (25) years from and after date of this ordinance, subject, however, to all the limitations and restrictions herein contained, the right, privilege and franchise to construct, erect, maintain, operate, repair, renew, change the size of and remove pipe lines, not to exceed sixteen inches (16") in internal diameter, for the transportation of oil, petroleum, gas, gasoline or other hydrocarbon substances or water in, under, along and across the public streets, highways and alleys (hereinafter for convenience collectively referred to as "streets") in the City of Torrance, as follows:

Sepulveda Boulevard from the westerly boundary line of Crenshaw Boulevard to the easterly City Limits of the City of Torrance; 227th Street from its westerly end to the easterly boundary line of Cypress Street; 229th Street from its westerly end to the easterly boundary line of Arlington Avenue; 230th Street from its westerly end to the easterly boundary line of Eshelman Avenue; 231st Street from its westerly end west of Pennsylvania Avenue to the easterly boundary line of Arlington Avenue and from the easterly boundary line of Eshelman Avenue to the west end of 231st Street lying one-half block west of Eshelman Avenue; 233rd Street from its westerly end to the easterly boundary line of Walnut Street; 235th Street from its westerly end to the easterly boundary line of Walnut Street; 236th Street from its westerly end to the easterly boundary line of Walnut Street; 237th Street from the westerly boundary line of Pennsylvania Avenue to the easterly boundary line of Walnut Street; 238th Street from the westerly boundary line of Arlington Avenue to the easterly boundary line of Walnut Street; Pennsylvania Avenue from the northerly boundary line of Sepulveda Boulevard to the southerly boundary line of 237th Street; Cypress Street from the northerly boundary line of Sepulveda Boulevard to the southerly boundary line of 229th Street; Arlington Avenue from the northerly boundary line of Sepulveda Boulevard to the south City Limits of the City of Torrance at approximately one-half block south of 239th Street; Eshelman Avenue from its northerly end to the south City Limits of the City of Torrance at approximately one-half block south of 238th Street; Walnut Street from its northerly end to the south City Limits of the City of Torrance at approximately one-half block south of 238th Street.

This franchise shall include the right, for the period and subject to the conditions hereof, to so maintain, operate, repair, renew and change the size of the pipe line system, if any, of Grantee, as already laid and constructed in said streets.

ARTICLE 2
APPURTENANCES

The grantee shall have the right to construct and maintain such traps, manholes, conduits, valves, appliances, attachments and appurtenances (hereinafter for convenience collectively referred to as "appurtenances") as may be necessary or convenient for the proper maintenance and operation of the pipe lines under said franchise, and said appurtenances shall be kept flush with the surface of the streets and so located as to conform to any order of the City Engineer of the City of Torrance (hereinafter referred to as the "City Engineer") in regard thereto and not to interfere with the use of the street for travel. The Grantee shall have the right subject to such ordinances, rules or regulations as are now or may hereafter be in force, to make all necessary excavations in said highways, for the construction and repair of said pipe lines and appurtenances.

ARTICLE 3
LOCATION OF PIPELINES

So far as is practicable, said pipe lines shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not unreasonably to disturb the flow of traffic and where possible shall be laid in the unpaved portion of the street. If the pipe lines shall be laid across or along the paved portion of a street, the repair of the street, after the pipe lines have been laid, may be made by the City at the expense of the Grantee, and upon the presentation of a bill therefor, the Grantee shall pay the same at once. The amount so chargeable to the Grantee shall be the actual cost of such repair plus fifteen per cent (15%) thereof for overhead.

ARTICLE 4
CONSTRUCTION OF PIPELINES

A. Terms of Construction. The pipe lines and appurtenances constructed or maintained under the provisions of this franchise shall be constructed and maintained in a good, workmanlike manner and in conformity with all the ordinances, rules or regulations now or hereafter adopted or prescribed by the City Council. All pipes laid under said franchise shall be of first class material, and no pipe laid under this franchise shall exceed sixteen inches (16") in internal diameter.

B. Restoration of Streets. The work of constructing, maintaining or repairing all pipes, pipe lines and appurtenances shall be conducted with the least possible hindrance to the use of the streets for purposes of travel, and as soon as such work is completed, all portions of the streets which have been excavated or otherwise damaged thereby shall be placed in as good condition as they were before the commencement of such work, to the satisfaction of the City Engineer.

ARTICLE 5
COMMENCEMENT OF CONSTRUCTION

The Grantee, in good faith, shall commence the work of laying the pipe lines and appurtenances within four months from the date of the passage of the ordinance granting this franchise, and if such pipe lines be not so commenced within said time, this franchise shall be declared forfeited; provided, however, that if the Grantee is maintaining and operating an existing pipe line system over the route described in Article 1 herein, it shall be deemed to be in compliance with the foregoing. The Grantee shall not commence the construction of any pipe lines under the provision of this franchise or add to such existing pipe line system, if any there be, until it first shall have obtained a permit therefor from the City Engineer. The application of the Grantee shall show the following facts: the length and proposed location of the pipe line proposed to be laid or constructed, the size and description of the pipe intended to be used, and such other facts as the City Engineer may require. The Grantee shall pay any and all inspection fees of the City. Upon the completion of the construction of any pipe lines constructed pursuant to said franchise, the Grantee shall render a statement to the City Clerk of the City of Torrance (hereafter referred to as the "City Clerk"), showing in detail the permit or permits issued and the total length of pipe line, the construction of which was authorized under such permit or permits, and the total length of pipe line actually laid, and the Grantee shall accompany said report with payment to the City Clerk for the pipe lines which have been actually constructed under said franchise at the rate of One Dollar ($1.00) per rod.

ARTICLE 6
MAPS AND DATA TO BE FURNISHED

Within ninety (90) days following the date in which any pipe lines or additional pipe lines have been laid or constructed under this franchise, the Grantee shall file a map or maps in such form as may be required by the City Engineer showing the accurate location and size of all its facilities then in place, and shall, upon installation of any additional facilities, or upon removal, change, or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, removed or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this franchise, a description of the protective devices shall be furnished to the City Engineer which shall show the location and type of anodes, including a description of methods to be used as a protection against corrosion and electrolytic leakage.

ARTICLE 7
COMPENSATION TO THE CITY

A. Amount of Fee. As consideration for the franchise hereby granted, the Grantee shall pay annually to the City in lawful money of the United States, within twenty (20) days after the end of each calendar year, a fee computed by first multiplying three-eighths of a cent by the average internal diameter in inches of all pipe laid pursuant to this franchise or subject thereto and then by multiplying the product thereof by the length of said pipe in feet.

B. Computation of Payments. Such payments shall be computed from the effective date of this ordinance, to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by the City, and until the Grantee shall have fully complied with all the provisions of this ordinance and of all other applicable provisions of law or ordinance relative to such abandonments. All such payments shall be made to the City Clerk and if made by check, shall be made payable to the City of Torrance. In the event of installation or abandonment of facilities with the approval of the City as elsewhere in this ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due to the City for occupancy of the streets by such facilities shall be pro-rated for the calendar year in which such installation, removal or abandonment occurs as of the end of the calendar month in which installed, removed or abandoned.

PROVIDED, HOWEVER, that the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

If the "Wholesale (Primary Market) Price Index, All Commodities" prepared by the United States Bureau of Labor Statistics, Department of Labor, for the last calendar month ending more than ninety (90) days prior to the date on which payment to the City shall be due pursuant to this Article shall stand at 110 (using prices prevailing during the years 1947-49, inclusive, as a base of 100) then payment to the City shall be made at the rates hereinabove specified.

If the said index for said calendar month shall stand at other than 110 then the rate of payment to the City shall vary from said hereinabove rates in direct proportion as said index has increased or decreased from 110.

If the United States Department of Labor, Bureau of Labor Statistics, shall revise the said index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

If the United States Department of Labor, Bureau of Labor Statistics, shall discontinue the preparation of a wholesale price index using prices prevailing in the years 1947-49, inclusive, as a base of 100, and if no transposition table prepared by the Bureau of Labor Statistics is available applicable to said years of 1947-49, inclusive, then the amount of each annual payment shall be computed as otherwise provided in this Article 7 without reference to this proviso.

ARTICLE 8
EMERGENCY EQUIPMENT AND CREWS

At all times during the term of this franchise, the Grantee shall maintain on a twenty-four (24) hour a day basis adequate emergency equipment and a properly trained emergency crew within a radius of twenty-five (25) miles from any facilities installed or maintained pursuant hereto for the purpose of shutting off the pressure and the flow of contents of such facilities in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood or other cause.

ARTICLE 9
BREAKS OR LEAKS

If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee thereof shall, at its own expense, immediately following written or oral notification thereof, repair any such damage and put such street in as good condition as it was in before such break or leak, to the satisfaction of the City Engineer.

ARTICLE 10
REARRANGEMENT OF FACILITIES

A. Expense of Grantee.

(1) If any of the Grantee's facilities shall endanger the public in the use of the public streets or interfere with or obstruct the use of any street by the public or for public purposes, the City shall have the right to require the Grantee, at the Grantee's expense, to move, alter or relocate the same (hereinafter called "rearrangement") to avoid such danger, interference or obstruction, in conformity with the written notice of the City Engineer.

(2) Whenever, during the existence of this franchise, the City, in the exercise of its governmental authority, as distinguished from its private capacity shall change the grade, width or location of any street, or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes, or construct any pedestrian tunnels, or other work of the City, (the right to do all of which is specifically reserved to the City without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the City Engineer, render necessary any change in the position or location of any facilities of the Grantee in the street, including the support thereof, while such work is being done or performed, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position, or location, in conformity with the written notice of the City Engineer; provided, however, that the City shall not require the Grantee to remove its conduits or lines entirely from such street.

(3) In case the Grantee shall fail to commence work in compliance with such written notice within thirty (30) days after service of same upon the Grantee, (unless the Grantee shall be unable to comply with such notice by reason of strikes, riots, acts of God, or acts of public enemies), the City Engineer may cause the work required in said notice to be done by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay the costs thereof within ten (10) days after delivery of an itemized bill therefor to it, or its local agent, or manager. The cost of doing said work shall be considered the actual cost, plus fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with any determination of the City Engineer permitted by this section, it may petition the City Manager to review the same within ten (10) days after such determination. During the pendency of such petition, the work so required to be done shall be suspended. The decision of the City Manager thereon shall be final and conclusive.

B. Expense of Others.

(1) The City shall have the right to require the Grantee to rearrange any part of the Grantee's facilities for the accommodation of the City or of any person, firm or corporation when such rearrangement is done for the accommodation of any water, electric, gas or other utility system now or hereafter owned or operated by the City. Such arrangement shall be at the City's expense.

(2) When such rearrangement is done for the accommodation of any person, firm or corporation other than one of said utility systems owned or operated by the City the cost of such arrangement shall be borne by the accommodated party. Such accommodated party, in advance of such arrangement, shall deposit with the Grantee or the City Clerk a corporate surety bond in an amount as, in the reasonable discretion of the City Engineer, shall be required to pay the costs of such rearrangement and such accommodated party shall execute an instrument agreeing to indemnify and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.

(3) The rearrangements referred to in subsections (1) and (2) of Section B of this Article 10 shall be accomplished in conformity with the written notice of the City Engineer. In case the Grantee shall fail to commence work in compliance with such written notice within thirty (30) days after service of same upon the Grantee (unless the Grantee shall be unable to comply with such notice by reason of strikes, riots, acts of God, or acts of public enemies), the City Engineer may cause the work required in said notice to be done by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay to the City within ten (10) days after delivery of an itemized bill covering the cost of performing such work, an amount equal to fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with any determination of the City Engineer permitted by this section, it may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager thereon shall be final and conclusive.

C. Rearrangement of the Facilities of Others.

Nothing in this franchise contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the City, or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee.

D. Notice.

The Grantee shall be given not less than thirty (30) days' written notice of any rearrangement of facilities which the Grantee is required to make hereunder. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished.

ARTICLE 11
REMOVAL OR ABANDONMENT OF FACILITIES

At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its facilities, or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City Engineer for authority either: (1) to abandon all, or a portion, of such facilities in place, or (2) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Article 6 of this ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the City Engineer shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected and shall then notify the Grantee, according to such requirements as shall be specified in the City Engineer's order, and within ninety (90) days thereafter, to either:

(a) Remove all, or a portion, of such facilities, or

(b) Abandon in place all, or a portion, of such facilities.

If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City Engineer may make additional appropriate orders, including, if he deems desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City Engineer, then the City may remove such facilities at the Grantee's expense and the Grantee shall pay to the City the actual cost thereof to the City plus fifteen per cent (15%) for overhead.

ARTICLE 12
COMPLETION OF WORK

Whenever the Grantee fails to complete any work required of the Grantee by the terms of this franchise within the time limits required hereby, the City may cause such work to be completed by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay to the City within ten (10) days after delivery of an itemized bill covering the cost of performing such work, an amount equal to fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with the determination of said amount, it may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager shall be final and conclusive.

ARTICLE 13
BOND

This franchise is granted on the condition that the Grantee has now and shall at all times during the life of this franchise keep on file with the City a bond running to the City in the sum of One Thousand Dollars ($1,000.00) executed by a reputable indemnity company entitled to do business in the State of California. The said bond shall contain the conditions that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this franchise, and that in case of any breach of condition of said bond the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said bond. The provisions of this Article 13 shall not exempt the Grantee from compliance with any of the laws of the City in force during the term hereof which require the Grantee to post a bond other than the bond required by this Article 13.

ARTICLE 14
INSURANCE

The Grantee, if it has not already done so, shall procure and keep in effect throughout the term of this franchise a policy or policies of liability insurance from an insurance company authorized to do business in California, in an amount not less than $100,000 for any person and $300,000 for any accident and $25,000 for property damage. Said policy or policies shall name the City, its agents and employees as persons coinsured with the Grantee. A certified copy thereof shall be filed in the office of the City Clerk of the City of Torrance at the request of the City Clerk.

ARTICLE 15
INDEMNIFICATION BY GRANTEE

The Grantee, by the acceptance or use of the franchise hereby granted, agrees to keep and save free and harmless the City, its officers, agents and/or employees against any and all claims, demands, or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting therefrom, however, any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provision of the Workmen's Compensation Act for injury to, or the death of any of City's officers, agents or employees while acting within the scope of their employment.

ARTICLE 16
ASSIGNMENT

The Grantee shall not sell, lease, or assign this franchise or the rights or privileges granted hereby, or any of them, without the consent of the City Council nor shall this franchise be sold, leased or assigned except by a duly executed instrument in writing filed in the office of the City Clerk; and nothing in this franchise contained shall be construed to grant to the Grantee any right to sell, lease, or assign this franchise, or any of the rights or privileges hereby granted, except in the manner aforesaid.

ARTICLE 17
DEFAULT

A. Non-curable Default. In the event that the Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is not curable, the City may declare this franchise forfeited. Upon giving written notice thereof to the Grantee, this franchise shall be void and the rights of the Grantee hereunder shall cease and determine and the Grantee shall execute an instrument of surrender and deliver the same to the City.

B. Curable Default. In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the City may give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the City may declare this franchise forfeited. Upon giving written notice thereof to the Grantee, this franchise shall be void and the rights of the Grantee hereunder shall cease and determine and the Grantee shall execute an instrument of surrender and deliver the same to the City.

C. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedure herein provided, in addition to those provided by law, shall be deemed to be cumulative.

ARTICLE 18
SUPERSEDURE

This franchise shall be in lieu of any like franchise, if any, heretofore granted by the City to the Grantee and such other franchise, if any, shall be deemed to be and shall be repealed as of the date upon which the grant of this franchise is effective as to a Grantee under such other franchise, and the rights, liabilities and obligations of such Grantee under such other franchise shall thereupon cease and terminate. Should the foregoing be applicable to the grant of this franchise, the Grantee shall pay to the City any and all amounts accrued up to the effective date of this franchise under such other franchise so repealed as shown by statement of such amounts in the form required by such other franchise filed not later than ninety (90) days after this ordinance becomes effective. Payment of such amounts shall be made with the filing of such statement.

ARTICLE 19
SCOPE OF RESERVATION

Nothing herein contained shall ever be construed so as to exempt the Grantee from compliance with all ordinances of the City now in effect or which may be hereafter adopted which are not inconsistent with the terms of this franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting the general reservation herein made, or as limiting such rights as the City may now or hereafter have in law.

ARTICLE 20
NOTICE

Any notice required to be given under the terms of this franchise, the manner of service of which is not specifically provided for, may be served as follows:

Upon the City, by serving the City Manager, or the City Clerk personally, or by addressing a written notice to the City Clerk of the City of Torrance, City Hall, Torrance, California, and depositing such notice in the United States mail, postage prepaid.

Upon the Grantee by addressing a written notice to Grantee, addressed to Pacific Coast Gasoline Company, 2052 West 233rd Street, P.O. Box 566, Torrance, California (or such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States mail, postage prepaid).

When the service of any such notice is made by mail, the time of such notice shall begin with and run from the date of the deposit of same in the United States mail.

ARTICLE 21
SUCCESSORS

The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Article 16.

ARTICLE 22
RESTRICTION ON SERVICE

The Grantee shall not use any of the lines laid pursuant to the provisions of this franchise for the purpose of acting as a public utility.

ARTICLE 23
ACCEPTANCE OF FRANCHISE

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the Grantee must, within thirty (30) days after the passage of the ordinance granting said franchise, file with the City Clerk of the City of Torrance a written acceptance of such terms and conditions.

ARTICLE 24
FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE

This franchise is granted upon each and every condition herein contained and shall ever be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of this franchise.

Notice is hereby given that sealed bids in writing for said franchise will be received by the City Clerk for and on behalf of the City Council at the office of the City Clerk of the City of Torrance up to 8:00 o'clock P.M. of the 26th day of June, 1956.

The bids received will be opened at the meeting of the City Council of the City of Torrance at 8:00 o'clock P.M. of the 26th day of June, 1956. All bids must be for the payment of a stated sum in lawful money of the United States. The franchise will be struck off, sold and awarded to the person, firm or corporation making the highest cash bid therefor, provided, that at the time of the opening of the bids any responsible person, firm or corporation present or represented may bid for the franchise or privilege a sum not less than 10 per cent above the highest sealed bid therefor, and the bid so made may be raised not less than 10 per cent by any other responsible bidder, and the bidding may so continue until the franchise is finally struck off, sold and awarded to the highest bidder therefor in lawful money of the United States.

Each sealed bid shall be accompanied with cash or a certified check payable to the City Treasurer of the City of Torrance for the full amount of the bid, and no sealed bid shall be considered unless the cash or check is enclosed therewith. The successful bidder shall deposit at least 10 per cent of the amount of his bid with the City Clerk of the City of Torrance before the franchise is struck off to him. If he fails to make the deposit immediately his bid shall not be received, and is void, and the franchise shall then and there be again offered for sale to the bidder who makes the highest cash bid therefor, subject to the same conditions as to deposit. This procedure shall be had until the franchise is struck off, sold and awarded to a bidder who makes the necessary deposit of at least 10 per cent of the amount of his bid.

The successful bidder shall deposit with the City Clerk of the City of Torrance within tweny-four (24) hours of the acceptance of his bid, the remaining 90 per cent of the amount thereof. If the bidder fails to deposit with the City Clerk of the City of Torrance the remaining 90 per cent of his bid within twenty-four (24) hours after its acceptance, the award to him of the franchise shall be set aside, the deposit made by him shall be forfeited and no further proceedings for the sale of the franchise shall be had unless it is re-advertised and again offered for sale.

The successful bidder for the franchise shall within five (5) days after the franchise is awarded file with the City Council of the City of Torrance a bond running to the City of Torrance in the penal sum of One Thousand Dollars ($1,000), executed by a reputable indemnity company entitled to do business in the State, and condition that such bidder shall well and truly observe, fulfill and perform each term and condition of the franchise, and that in case of any breach of condition of the bond the whole amount of the penal sum therein named shall be deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon the bond. Upon the filing and approval of the bond the franchise shall be granted by ordinance to the person, firm, or corporation to whom it has been struck off, sold, or awarded. If the bond is not so filed, the award of the franchise shall be set aside, and any money paid therefor shall be forfeited.

A. H. BARTLETT,
City Clerk of the
City of Torrance

M-May 14, 21, 28; June 4, 1956

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NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, Torrance, California, until 5:00 P.M. on May 22, 1956, and they will be publicly opened and read at 8:00 P.M. on said date, for performing work as follows:

1. Installation of flood lighting on the ball diamond at Torrance Park.

Classification	Rate per Hour
Laborer	$2.30
Truck Driver, less than six tons	2.405
Electrician	3.25
Electrician Foreman	3.625
Any classification omitted herein not less than	2.30

Overtime — one and one-half (1½) times above rates.

Sundays and holidays — Double Time the above rates.

Contractor to perform all work as and when directed by the City Electrician.

Bids must be made on special proposal form furnished by the City and must be accompanied by cash, certified or cashier's check, or bidder's bond, payable to City of Torrance, for an amount equal to at least ten percent (10%) of the amount bid.

All bids to be compared on basis of the City's estimates.

All bidders must be licensed as per Chapter 791, Statutes of 1929, as amended.

Specifications and form of proposal may be obtained at the Office of the City Engineer, City Hall, Torrance, California, upon payment of $2.00.

The City Council reserves the right to reject any or all bids, and to take all bids under advisement for not to exceed ten (10) days after date of opening thereof.

All bids must be sealed and marked:

1. "Bid on Installation of Flood Lighting on the Ball Diamond at Torrance Park."

This notice is hereby given by order of the City Council of the City of Torrance, California, and is dated this 8th day of May, 1956.

CITY OF TORRANCE
GEORGE W. STEVENS,
City Manager

MT—May 10, 14, 1956.

TORRANCE HERALD—603

CERTIFICATE OF BUSINESS FICTITIOUS FIRM NAME

THE UNDERSIGNED does hereby certify that she is conducting a real estate and insurance business at 2276 Torrance Blvd., City of Torrance, County of Los Angeles, State of California, under the fictitious firm name of FRANCES REAL ESTATE & INSURANCE and that said firm is composed of the following persons, whose names and addresses are as follows, to-wit:

Frances Dimitri, 2276 Torrance Blvd., Torrance, Calif.

WITNESS my hand this 11th day of May, 1956.

FRANCES DIMITRI

STATE OF CALIFORNIA)ss
COUNTY OF LOS ANGELES)

ON THIS 11th day of May A.D., 1956, before me Margaret W. Dean, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Frances Dimitri, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) MARGARET W. DEAN
Notary Public in and for Said County and State. My Commission Expires May 22, 1956

M-May 14, 21, 28; June 4. 1956

TORRANCE HERALD—601
29581

NOTICE OF INTENDED SALE

NOTICE IS HEREBY GIVEN: That Richard L. Griffith, Vendor, whose address is 23316 So. Figueroa Street, in the City of Wilmington, County of Los Angeles, State of California, intends to sell to Elton Ketner, Vendee, whose address is 22855 Arlington Avenue Bus—611 Acacia Street, in the City of Torrance, County of Los Angeles, State of California, the following described personal property, to-wit:

All stock in trade, fixtures, equipment and good will of a certain Retail Gasoline Filling Station business, known as Richard L. Griffith Community Service, and located at 22855 Arlington Avenue, in the City of Torrance, County of Los Angeles, State of California, and that a sale, transfer and assignment of the same will be made, and the consideration therefor will be paid at 10:00 o'clock A.M., on the 21st day of May, 1956, at the escrow department of Thomas Ellison Escrow Company, at 1711 Atlantic Ave., in the City of Long Beach, County of Los Angeles, State of California.

DATED May 2, 1956

RICHARD L. GRIFFITH,
Vendor

Thomas Ellison Escrow Company,
1711 Atlantic Avenue,
Long Beach, Calif.
Escrow No. 1677

M-May 14, 1956

TORRANCE HERALD—602

NOTICE TO CONTRACTORS
(Improvement Act of 1911)

Notice is hereby given that sealed proposals will be received at the office of the City Clerk of the City of Torrance, California, for the construction of:

A SANITARY SEWER SYSTEM IN MONTEREY STREET AND CERTAIN OTHER STREETS IN THE VISTA HIGHLANDS SEWER DISTRICT

until five (5:00) o'clock P.M. on Tuesday, May 29, 1956 and they will be publicly opened and read at eight (8:00) o'clock P.M. on said date, for the furnishing of all materials, tools, equipment, labor, and other necessary services for the improvement of the VISTA HIGHLANDS SEWER DISTRICT, described above, by the complete construction and installation therein of a sanitary sewer system together with all other items or work incidental or appurtenant thereto, all as described in Resolution of Intention No. 2908 adopted on the 17th day of April, 1956 by the City Council of the City of Torrance. Approximate quantities are as follows:

8" Standard V.C.P.	2813 Lin. Ft.
8" Ex. Str. V.C.P.	406 Lin. Ft.
6" V.C.P. House Connection	780 Lin. Ft.
Std. Brick M.H.	4 M.H.
Std. Brick J.C.	2 J.C.
Std. Brick F.M.H.	4 F.M.H.
Special Brick M.H.	1 S.M.H.
Special Brick J.C.	1 S.J.C.
Encasement	685 Lin. Ft.
Resurfacing	4000 Lin. Ft.

No bid will be considered unless it is tendered on the special proposal form furnished by the CITY ENGINEER. Each bid must be accompanied by a certified check or a bidder's bond in an amount equal to at least ten per cent (10%) of the amount of the bid, made payable to the CITY. Said certified check or bidder's bond will be forfeited should the successful bidder fail to enter into a contract to do the work herein specified and to furnish the necessary bonds within twenty-five (25) days after the date of the first publication of the Notice of Award of Contract.

Notice is hereby given that the successful bidder will be required to furnish a surety bond satisfactory to the STREET SUPERINTENDENT in an amount of not less than fifty per cent (50%) of the amount of the bid as a guarantee of the faithful performance of the contract, and a labor and material bond satisfactory to the STREET SUPERINTENDENT in an amount of not less than fifty per cent (50%) of the amount of the bid.

Notice is also given that, pursuant to the provisions of Sections 1770 to 1781, inclusive, of the Labor Code of the State of California, the CITY COUNCIL has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be done for each craft or type of workman as follows:

Classification	Rate Per Diem
Air Compressor, Pump or Generator Operator	$19.92
Apprentice Engineer—Fireman, Oiler and Greaser Excluding truck crane oiler	18.80
Asphalt Plant Fireman	21.20
Asphalt Raker and Ironer	20.08
Boxman or Mixer Box Operator (Concrete or Asphalt Plant)	21.20
Bricklayer	28.80
Carpenter	24.00
Cement Mason	23.40
Cement Mason (Composition or Mastic)	24.36
Concrete Curer — Impervious Membrane	19.82
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator	22.48
Concrete Mixer Operator — Paving	24.48
Concrete Mobile Mixer Operator	24.48
Concrete Mixer Operator—Skip Type	21.20
Cribbers or Shorers	21.28
Flagman and/or Guard	18.40
Laborers, General or Construction	18.40
Material Loader or Conveyor Operator	19.92
Motor Patrol Operator, including any type of Power Blade	24.48
Road Oil Mixing Machine Operator	24.48
Roller Operator	22.48
Screed Operator	21.20
Sewer Pipe Caulker — Cement Joints	18.80
Sewer Pipe Caulker (using Caulking Tools)	19.92
Sewer Pipe Layer (Excluding Caulker)	20.88
Skip Loader Operator—Wheel Type	21.20
Tractor Hi-Lift Shovel, Athey, Euclid, or Similar Type Front End Loader Operator	24.48
Tractor Operator — Bulldozer, Tamper, Scraper Drag Type Shovel or similar type	23.20
Tractor Operator—Boom Attachments	23.20
Tractor Scraper or Drag Type Shovel Tandem	25.92
Trenching Machine Operator	23.20
Truck Driver — Legal Payload Capacity less than six tons	19.24
Truck Driver — Legal Payload Capacity between six and ten tons	19.48
Truck Driver—Dumpster Truck	22.28
Truck Driver — Transit-mix under three yards	21.16
Truck Driver — Transit-Mix three yards or more	22.28
Watchman	16.80
Water Truck Driver, under 2500 gallons	19.72
Water Truck Driver, 2500 gallons to 4000 gallons	20.68
Any Classification omitted herein, not less than	16.80

Foremen except as otherwise separately classified shall be paid not less than $2.00 per day more than journeyman rate for the craft involved.

Provided that not less than one and one-half times the prevailing rate shall be paid for any working time more than eight (8) hours during any one calendar day, and for time on Saturdays, Sundays, and the seven legal holidays, to wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas.

Provided that notwithstanding the general provisions contained herein, Flagmen, Guards, and Watchmen shall be paid one and one-half times the prevailing rate for overtime (overtime shall be time worked in excess of eight hours per day or forty hours per week), and the straight prevailing rate for time worked on Saturdays, Sundays and Holidays where such time does not constitute overtime.

The foregoing prevailing wage schedule is based upon a working day of eight (8) hours and in the event that laborers, workmen, or mechanics are employed less than eight (8) hours per day, the rate of per diem wages shall be deemed to be that fraction of the foregoing rates that the number of hours of employment bears to eight (8).

The rate of compensation for any classification not listed in the schedule, but which may be required to execute the proposed contract, shall be commensurate and in accord with the rates specified for similar and comparable classification or for those performing similar or comparable duties.

The time within which the aforementioned work must be completed by the Contractor undertaking the same has been fixed at ninety (90) calendar days from and after the date of execution of the contratct agreement.

It shall be mandatory upon the Contractor to whom a contract is awarded, and upon all Subcontractors under him, to pay not less than said general prevailing rates of per diem wages to all workmen employed in the execution of the Contract.

All bids will be compared on the City Engineer's estimate of the quantities of work to be done.

No bid shall be accepted from a Contractor who has not been licensed in accordance with the provisions of Business and Professions Code, as amended.

The CITY COUNCIL reserves the right to reject any or all bids or waive any informality, technical error or discrepancy on a bid, if said action is deemed to be advantageous to the CITY.

Plans, specifications and proposal forms may be obtained from the office of the City Engineer, City Hall, Torrance, California, upon a deposit of Five Dollars ($5.00), which deposit is refundable upon the return of the plans and specifications at any time within ten (10) days from the date of the award of contract.

By order of the City Council of the City of Torrance contained in Resolution No. 2919 adopted on the 8th day of May, 1956.

A. H. BARTLETT,
City Clerk of the City of

Public Notice

Torrance, California

MT-May 14, 17, 1956

TORRANCE HERALD—588

NOTICE TO BIDDERS

Notice is hereby given that the Board of Education, Torrance Unified School District, hereinafter called the District, will receive sealed proposals until 3:00 p.m. Friday, May 25, 1956, for the Acoustical Treatment in the Torrance High School Gymnasium, the Madrona School Dining Room and the Riviera School Dining Room, all located in Torrance, California.

Each bid will be in accordance with drawings, specifications and other contract documents prepared by J. E. Byers, Consulting Engineer, 250 South Beverly Drive, Beverly Hills, California.

Drawings and specifications may be examined and copies obtained at the office of the Engineer and also at the District Offices at 2335 Plaza del Amo, Torrance, California. Said copies shall be returned within five days after the bids have been opened.

Each bid shall be made out on the forms as furnished by the Engineer and must be accompanied by a certified or cashier's check or bid bond for not less than five per cent (5%) of the amount of bid, made payable to the District.

The above-mentioned check or bond shall be given as a guarantee that the bidder will enter into contract if awarded the work or any part thereof and will be declared forfeited if the successful bidder refuses to enter into contract after being requested to do so by the District.

Each bid shall be sealed and filed with the Assistant Superintendent-Business on or before the time and date shown above. Bids will be opened and read in public at 3:00 p.m., Friday, May 25, 1956, at 2335 Plaza del Amo, Torrance, California.

In accordance with the Labor Code of the State of California, the District has ascertained the general prevailing rate of wages for each craft or type of workman needed to execute the contract which will be awarded the successful bidder.

These prevailing rates as contained in the specifications are as follows:

CLASSIFICATION	HOURLY WAGE RATE
*Carpenters	$2.90
*Painters (7 hour day)	
Brush	2.90
Spray Gun or Sandblaster	3.15

*Plus Health and Welfare, etc.

Apprentices: May be employed in conformity with Section 1777.5 of the California Labor Code.

It shall be mandatory upon the Contractor to whom the contract is awarded and upon all sub-contractors under him to pay not less than the prevailing wage scale in accordance with the provisions of the California Labor Code, to all workmen employed in the execution of this contract.

The successful bidder will be required to furnish a Labor and Material Bond in the amount equal to 100% of the contract price and a Faithful Performance Bond in an amount equal to 100% of the contract price. Said bonds shall be secured from surety companies satisfactory to the District.

The District reserves the right to reject any or all bids or to waive any irregularity in any bid and to determine the lowest responsible bid.

No bidder may withdraw his bid, check or bid bond for a period of thirty (30) days after the date set for the opening thereof.

TORRANCE UNIFIED SCHOOL DISTRICT
By S. E. WALDRIP,
Ass't. Supt.-Business

Dated: May 2, 1956
Torrance, California

Subscribed and sworn to before me this 2nd day of May, 1956.

(Seal) IRENE J. SMITH
Notary Public in and for the County of Los Angeles, State of California. My Commission Expires March 27, 1960.

M-May 7, 14, 1956.

TORRANCE HERALD—578
29077

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES
No. INGL. C-1348

ORDER TO SHOW CAUSE FOR CHANGE OF NAME

In the Matter of the Petition of WALTER SOBOTKO and DEL A. SOBOTKO, For Change of Name.

The application of Walter Sobotko and Del A. Sobotko for change of name, having been filed in Court, and it appearing from said application that Walter Sobotko and Del A. Sobotko have filed an application proposing that their names be changed to ROGER W. ROGERS and DEL A. ROGERS.

Now, therefore, it is hereby ordered and directed, that all persons interested in said matter do appear before this Court in Department INGL. "A" on the 28th day of May, 1956, at 10:30 o'clock A.M., of said day to show cause why the application for change of name should not be granted.

It is further ordered that a copy of this Order be published in the Torrance Herald, a newspaper of general circulation, printed in said county, at least once each week for four successive weeks prior to the day of said hearing.

Dated this 23rd day of April, 1956.

EUGENE P. FAY,
Presiding Judge of the Superior Court

Armstrong, Mewborn & Hitchcock,
Attorneys for Applicants,
2211 Torrance Blvd.,
Torrance, California,
FAirfax 8-3472.

M-April 30; May 7, 14, 21, 1956

TORRANCE HERALD—585
29254

NOTICE OF HEARING OF PETITION FOR PROBATE OF WILL
No. 377413

In the Superior Court of the State of California, in and for the County of Los Angeles. In the Matter of the Estate of ALICE ZERBONI, also known as ALICE McDOWELL ZERBONI, Deceased.

Notice is hereby given that the petition of Viola Moss for the Probate of the Will of the above-named deceased and for the issuance of Letters Testamentary thereon to the petitioner to which reference is hereby made for further particulars will be heard at 9:15 o'clock A.M., on May 21, 1956, at the court room of Department 5, of the Superior Court of the State of California, in and for the County of Los Angeles, City of Los Angeles.

Dated May 1, 1956.

HAROLD J. OSTLY,
County Clerk and Clerk of the Superior Court of the State of California, in and for the County of Los Angeles
By H. L. McLEAN, Deputy

John E. McCall
Attorney for Petitioner
458 S. Spring St.,
Los Angeles 13, Calif.
MI 5131

MT-May 3, 7, 10, 14, 1956

TORRANCE HERALD—570

CERTIFICATE OF BUSINESS FICTITIOUS FIRM NAME

THE UNDERSIGNED does hereby certify that he is conducting an electrical contracting business at 1313 West Sepulveda Blvd., City of Torrance, County of Los Angeles, State of California, under the fictitious firm name of H. A. MUSSELMAN ELECTRIC CO. and that said firm is composed of the following persons, whose names and addresses are as follows, to-wit:

H. A. Musselman, 899 33rd Way, Long Beach, Calif.

WITNESS my hand this 19th day of April, 1956.

H. A. MUSSELMAN

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss

ON THIS 19th day of April A.D., 1956, before me Margaret W. Dean, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared H. A. Musselman, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) MARGARET W. DEAN
Notary Public in and for Said County and State. My Commission Expires May 22, 1956.

M-April 23, 30; May 7, 14, 1956.

Shrine Club Slates Dance For Saturday

Annual spring dance of the South Bay Shrine Club will be held next Saturday evening, at the Palos Verdes Country Club, according to Karl E. Raife, Shriner president.

Members and their ladies will gather for a Friendship Hour, beginning at 7 p.m., to be followed by a special dinner.

Music for dancing will be provided by Eddy Thorne's orchestra. All Shriners and their ladies are welcome.

The palos Verdes Country Club is located at 3301 Via Campesina, Palos Verdes Estates. Reservations for the dinner may be made by contacting President Raife, or Secretary Herman Brandt.

ROLLING HILLS MAN GIVEN APPOINTMENT

Charles L. Hammond, of Rolling Hills, has been appointed purchasing agent of McCulloch Motors Corp., according to a recent announcement by O. C. Gwin, director of material for the company.

Public Notice

TORRANCE HERALD—587

NOTICE OF PUBLIC HEARING ON ADOPTION OF THE "UNIFORM PLUMBING CODE, 1955 EDITION" AS AMENDED.

WHEREAS, the City Council of the City of Torrance has introduced an ordinance entitled "An ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE ADOPTING THE UNIFORM PLUMBING CODE, 1955 EDITION AS AMENDED AND REPEALING CHAPTER 21 OF THE CODE OF THE CITY OF TORRANCE, 1954";

WHEREAS, there has been a first reading of the title of said ordinance and of the title of the said codes to be adopted thereby.

NOW, THEREFORE, NOTICE is given that a public hearing will be held in the Council Chambers, City Hall, Torrance, California, at 8:00 o'clock p.m., on May 22, 1956, for the purpose of determining whether or not the City Council shall adopt said ordinance and said code.

COPIES of the said Uniform Plumbing Code 1955 Edition as amended, are on file in the office of the City Clerk of the City of Torrance and are open to the public for inspection.

The Uniform Plumbing Code, 1955 Edition, as amended, provides for the Protection of the Public Health and Safety, and the Registration of Persons Engaged in the Business of Plumbing, or Laboring at the Trade of Plumbing; Requiring a Permit for the Installation or Alteration of Plumbing, Heating, Drainage and Sewer Systems; Defining the Duties of the Superintendent of Building in Administering said Code; Defining Certain Terms, Establishing Minimum Regulations for the Installation, Alteration or Repair of Plumbing, Heating, Drainage and Sewer Systems and the Inspection thereof. The aforesaid ordinance adopting said Uniform Plumbing Code provides penalties for the violation of said code and repeals all ordinances in conflict therewith.

All persons interested in this matter are requested to be present at the hearing or to submit their written approval or disapproval to the City Clerk, City Hall, Torrance, prior to the day fixed for the hearing.

A. H. BARTLETT,
City Clerk of the City of Torrance, California

M-May 7, 14, 1956

TORRANCE HERALD—577

CERTIFICATE OF BUSINESS FICTITIOUS FIRM NAME

THE UNDERSIGNED does hereby certify that he is conducting a plastering business at 2121 West 247th Street, City of Lomita, County of Los Angeles, State of California under the fictitious firm name of TORRANCE PLASTERING CO. and that said firm is composed of the following persons, whose names and addresses as as follows, to-wit:

George L. Champion, 2121 West 247th Street, Lomita, Calif.

WITNESS my hand this 26th day of April, 1956.

GEORGE L. CHAMPION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss

ON THIS 26th day of April A.D., 1956, before me Margaret W. Dean, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared George L. Champion, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) MARGARET W. DEAN
Notary Public in and for Said County and State. My Commission Expires May 22, 1956

M-April 30, May 7, 14, 21, 1956.

TORRANCE HERALD—593

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the City Clerk, City Hall, Torrance, California, until 5:00 p.m. on Tuesday, May 29, 1956, for furnishing the following items: (Bids will be opened thereafter at the regularly scheduled council meeting.)

Item	Amount	Description	Unit Price	Total
1	150	Virco No. 127 all steel folding chairs, or equal		
2	30	Virco No. 626 folding tables, 30"x96", or equal		

All bids are to be sealed and clearly marked "Bid on Recreation Building Equipment." For further information contact the office of the Recreation Director, 1347 El Prado, Torrance, FAirfax 8-4108. Clearly indicate if cash discount applies.

Early delivery is required. State approximate delivery date. Prices quoted to be F.O.B. Torrance, California.

The City Council reserves the right to reject any and all bids.

Dated this 10th day of May, 1956.

GEORGE W. STEVENS,
City Manager

MT—May 10, 14, 1956

TORRANCE HERALD—599
29580

NOTICE OF INTENDED SALE

NOTICE IS HEREBY GIVEN: That John A. Boothby, Vendor, whose address is 621 6th St., in the City of Manhattan Beach, County of Los Angeles, State of California, intends to sell to John Ritchie, 1419 247th St., Harbor City, Calif. and Robert Schwarz, 1745 Elm Ave., Torrance, Calif., Vendee, the following described personal property, to-wit:

All stock in trade, fixtures, equipment and good will, Retail Gasoline Filling Station, of a certain Service Station business, known as John A. Boothby, and located at 3744 Pacific Coast Highway, in the City of Walteria, County of Los Angeles, State of California, and that a sale, transfer and assignment of the same will be made, and the consideration therefor will be paid at 10:00 o'clock A.M. on the 25th day of May, 1956, at the escrow department of Stukey Business Service at 1711 Atlantic Blvd., in the City of Long Beach, County of Los Angeles, State of California.

DATED May 7, 1956

J. A. BOOTHBY, Vendor

Thomas Ellison Escrows,
1711 Atlantic Blvd.,
Long Beach, Calif.
Escrow No. 1680

M-May 14, 1956