

RESOLUTION RATIFYING AND CONFIRMING CONTRACT BETWEEN DUAL PARKING METER COMPANY, A CORPORATION, AND THE CITY OF ABILENE, ACTING THROUGH ITS MAYOR, WILL HAIR, RELATING TO THE INSTALLATION OF PARKING METERS BY THE CITY OF ABILENE AND PROVIDING THAT THE CITY'S OPTION FOR THE PURCHASE OF SUCH PARKING METERS AND PAYMENT THEREFOR SOLELY FROM A PERCENTAGE OF THE MONEYS DEPOSITED IN SAID METERS. THIS RESOLUTION FURTHER PROVIDING FOR THE NUMBER OF METERS TO BE INSTALLED.

WHEREAS, on September 10, 1937, the Dual Parking Meter Company, a corporation, through its president, made a written offer to the City of Abilene for the installation of parking meters in said city, as follows, to wit:

"September 10th 1937

Honorable Mayor and City Council

Abilene, Texas

Gentlemen:

With your permission, we will ship to you at Abilene, Texas, for installation and one hundred and twenty days trial period of operation complete parking meters manufactured by us, sufficient in number to cover the parking meter zones as established in said City. We shall pay all freight and transportation charges upon said parking meters from the factory to your City, and shall at our own expense supervise the installation and the placing of the same in operation in your City. The City shall operate said parking meters and enforce faithfully and diligently all regulations, ordinances and resolutions relating to the installation and operation of said parking meters and provide for the collection of a 5 cent fee or charge for

parking opposite each parking meter so installed in your City.

You are to collect all moneys and revenues paid for fees or charges by and through the operation of said parking meters, and you shall set aside all moneys so received in a separate fund, Seventy Five (75) per cent of this fund to be remitted semi-monthly not later than the fifth and twentieth day of each month by you to us, and twenty five (25) per cent of said moneys and revenues in said separate fund to be retained by you. The seventy five (75) per cent paid to us shall be applied and used hereinafter as stated in this letter.

If you will permit us to forward these parking meters for installation as above stated, there will be no financial obligation on you or the City of Abilene, Texas, other than that growing out of the revenue above mentioned derived from the operation of the parking meters. We shall want the right at all reasonable times to have access to your books, records and papers, pertaining to said revenues for the purpose of checking and auditing the same.

We will warrant the parking meters against defective workmanship and material for a period of one year from date of installation and will replace, at our expense, any parking meters which may prove to be defective and will repair same at our expense during said period.

Any time after the expiration of one hundred and twenty days' of operation from the date when operation of any parking meter shall have begun, you shall have the right to purchase said parking meters at a price of Fifty Eight (58.00) Dollars for each meter, our company will contract for the installation of meters.

If you shall determine to purchase the meters, then the seventy five (75) per cent of the separate fund which has previously been paid to us by you shall be applied to the purchase price of said meters, and if it is sufficient to pay the purchase price of said meters in full, then the title to said meters shall be transferred to you or your

nominee without further payment. If said seventy five (75) per cent of the separate fund so paid to us shall not be sufficient to pay the purchase price of said meters, as aforesaid, you shall pay an additional sum from the seventy five (75) per cent of the receipts, which, together with said seventy five (75) per cent of said separate fund already received by us shall equal the purchase price of Fifty Eight (\$58.00) Dollars each for said meters.

If the City does not care to purchase said meters at the end of the one hundred twenty days of operation trial period, then we will at our own expense remove said meters and replace and repair any defects or damage in the streets or sidewalks occasioned by their installation or removal and we shall have the seventy five (75) per cent of said separate fund previously remitted and seventy five (75) per cent of any collections to date of removal not yet remitted, and you shall retain and hold the remaining twenty five (25) per cent thereof, and there shall be no further obligation on either party.

The title to said parking meters shall be retained by us unless and until you pay for the same in the manner hereinbefore set forth. You may elect within ten (10) days after the expiration of said one hundred and twenty days of operation test period to retain or purchase said meters as the case may be as herein provided or to order the removal thereof, such order to be given in writing to us, by registered mail addressed to us at Oklahoma City, Oklahoma, by you within said ten (10) days.

We shall have the right to furnish legal counsel to you without any cost or charge to you as an associate counsel at such time or times we may deem it advisable or necessary, while the title to the meters remains in us, and you are to accept said counsel.

We shall have the right to assign the said moneys and revenues to be paid us from said seventy five (75) per cent separate fund, but such assignment shall not release or discharge us from fully performing any agreement or obligation to the City as herein set forth.

If we are permitted to install parking meters in your City we will begin the installation within thirty (30) days of your acceptance and permission to do so, in the locations designated by your Engineering Department, or the designating official or department named by your City, and the installation will be completed within a reasonable time.

If we are permitted, we will furnish five hundred (500) parking meters more or less, for installation in your City in the designated area, and in addition we will furnish without extra cost to the City of Abilene, Texas: The number of meters to be designated by the city.

1. One (1) durable, light attractive Coin Carrying Case for Coin receptacles for each sixty (60) meters installed. These cases hold sixty (60) coin cartridges each.
2. For each one hundred (100) parking meters installed we will furnish and deliver to the City, five (5) additional or replacement meters (less flanges and standards) and an assortment of repair parts, which parking meters are not to be installed but are to be used for maintenance or service purposes only.
3. We shall furnish special duplicate keys for both compartments of our meters.
4. We shall furnish two coin containers for each meter.
5. We will furnish during the one hundred and twenty days test period of operation, one service man at our expense whose duty shall be to service and maintain the meters and to instruct the man whom the City shall designate for such duties after the expiration of said test period.

The original and one copy of this proposal are enclosed. If your City decides to accept the proposition

please note your acceptance below, filling in the date of the acceptance.

Yours very truly

Accepted:
City of Abilene, Texas.

DUAL PARKING METER COMPANY
(A corporation)

BY Will Hair

BY _____

Mayor

Secretary

(SEAL)"

AND WHEREAS, the Board of Commissioners voted to accept the said proposal and the Honorable Will Hair, Mayor of said city, affixed his official signature to said written offer in acceptance thereof; and,

WHEREAS, it is ~~desired~~^{desired} that a more complete record of said contract be made as well as of the authority of the Mayor to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Abilene, Texas, that the action of the Mayor, Will Hair, in formally accepting said written offer for and on behalf of the City of Abilene be, and the same is hereby in all things ratified, confirmed, and approved; and,

WHEREAS, the Board of Commissioners of said City has on this day enacted an ordinance providing for parking meter zones within said city and the installation of parking meters therein; and,

WHEREAS, it has been determined that the City will require 460 parking meters within said parking meter zone, and it has decided to install such number for the trial period provided for in said agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor of said City formally notify the said Dual Parking Meter Company of its desire to have said number of _____ parking meters installed within said parking meter zones as set forth in said ordinance.

BE IT FURTHER RESOLVED that seventy five per cent (75%) of the moneys deposited in said parking meters during said trial period be set aside in pursuance of said contract for the extinguishment, satisfaction, and discharge of the obligation accruing to the said Dual Parking Meter Company under the said contract, provided however that no obligation against the City shall arise or be created to pay any funds or sums under said contract raised or derived from taxation, and provided further that the Dual Parking Meter Company shall look alone to the revenues derived from said parking meters for any amounts which may be due to it, and provided further that the City retains and may exercise its option as provided for in said contract to refuse to accept said parking meters and may at the end of such period as provided for in said contract terminate said agreement and direct that the said parking meters be removed from the streets.

PASSED AND ADOPTED this the 17th day of September,
A. D., 1937.

Miss Harris
Mayor.

ATTEST:
Edna Tom Martin
Secretary.