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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE PURCHASE OF A 1967 SEDAN AUTOMOBILE, MEETING SPECIFICATIONS, AND THE LEASE OF SAME TO THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS.

WHEREAS, the City of Abilene duly advertised, and gave such notice as required by law, for bids for the purchase of a 1967 Sedan automobile; and

WHEREAS, the following bids were received and opened on the 31st day of May, 1967:

<u>BIDDER</u>	<u>AMOUNT</u>
Hill & Hill Motor Company	\$ 2,502.00
Campbell Oldsmobile-Cadillac	\$ 3,152.84
Perry Motor Company	\$ 2,899.12
Healer Motor Company	\$ 2,954.38
Prewit Motor Company	\$ 2,717.63
Taylor Motor Company	\$ 2,854.00
Craddock-Witten	\$ 2,837.00
Middlebrook Ford Company	\$ 2,895.73
Wilson Ford Company	\$ 2,682.62
Hood King Motor Company	\$ 2,866.18
Rotan Motor Company	\$ 2,695.00
Goodall Ford Company	\$ 2,884.59
Carmichael Ford Company	\$ 2,766.43
Weatherby Ford Company	\$ 2,855.94
Frazier Ford Company	\$ 2,815.00
Waddell Ford Company	\$ 2,675.98
Hall Chevrolet Company	\$ 2,697.20
Check Chevrolet Company	\$ 2,797.00
Welch Chevrolet Company	\$ 2,891.75
Holley Chevrolet Company	\$ 2,674.40
McComas Chevrolet Company	\$ 2,450.15
Hall Wild Company	\$ 2,793.65
Middleton Chevrolet Company	\$ 2,795.00
Fuqua Chevrolet Company	\$ 2,529.40
Waddell Chevrolet Company	\$ 2,626.00
Smith Brothers	\$ 2,596.00
Taylor Chevrolet Company	\$ 2,403.41

WHEREAS, it is the opinion of the City Council that the bid of Taylor

Chevrolet Company, in the net amount of Two Thousand Four Hundred Three and 41/100 Dollars (\$2,403.41), is the lowest, responsible bid, meeting specifications, and should be accepted; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,

TEXAS:

SECTION 1: That the bid of Taylor Chevrolet Company, for the purchase of a 1967 Sedan automobile, in the net amount of Two Thousand Four Hundred Three and 41/100 Dollars (\$2,403.41), be, and the same is hereby, in all things, approved and accepted.

SECTION 2: That the Purchasing Agent be, and he is hereby, authorized to purchase such item of equipment from such firm.

SECTION 3: That said automobile shall be leased to the West Central Texas Council of Governments in accordance with a copy of a lease attached hereto, and made reference to for all purposes, and that the Mayor, or the Mayor Pro Tempore be, and he is hereby, authorized to execute such lease.

SECTION 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 8th day of June, A. D., 1967.

ATTEST:

Lila Ann Martin
CITY SECRETARY

W. R. Oglethorpe
MAYOR

APPROVED:
DON R. BUTLER, City Attorney

Don R. Butler

LEASE AGREEMENT

THE STATE OF TEXAS |
 |
COUNTY OF TAYLOR |

FOR AND IN CONSIDERATION of the mutual covenants and conditions herein contained, the CITY OF ABILENE, TEXAS, a Municipal Corporation, situated in Taylor and Jones Counties, Texas, hereinafter referred to as Lessor, does hereby lease and let unto the WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS, an association of governmental entities of the West Central Texas area, hereinafter referred to as Lessee, one certain 1967 Chevrolet Biscayne Sedan, Serial Number _____, under the following terms and conditions:

I.

As rental for such automobile, Lessee agrees to pay to Lessor the sum of Two Thousand Four Hundred Three and 41/100 Dollars (\$2,403.41). Such rental shall be payable monthly, at the rate of five cents (\$.05) for each mile such automobile is driven, to the City of Abilene, at its offices in Taylor County, Texas. The Lessee shall render a monthly accounting of the actual miles such automobile is driven to the Accounting Department of the City of Abilene, and make payment thereto at such rate. Provided, however, that, in any event, Lessee shall pay the full amount of said Two Thousand Four Hundred Three and 41/100 Dollars (\$2,403.41) within five (5) years from the date hereof.

II.

Lessee shall be entitled to possession of such automobile and unrestricted usage thereof so long as such rental is currently paid. Failure to pay such rental, as provided for herein, shall authorize Lessor, at its option, to take possession of such automobile, and the full amount of said rental shall become immediately due and payable.

III.

Lessee covenants and agrees to maintain such automobile in proper condition, normal wear and tear excepted, and to make all necessary repairs there--
to. Lessee shall be responsible for repair of any and all damage to said automobile beyond normal wear and tear, together with all other expenses, of whatsoever nature, incidental to the operation of said automobile.

IV.

Lessee agrees to save and hold harmless, and shall indemnify Lessor from any and all liability, of whatsoever nature, resulting from usage of such automobile.

EXECUTED this 8th day of June, A. D., 1967.

CITY OF ABILENE, TEXAS

ATTEST:

Lila Jean Mearns
CITY SECRETARY

By A. R. Gledhill
MAYOR

APPROVED:
DON R. BUTLER, City Attorney

Don R Butler

WEST CENTRAL TEXAS COUNCIL
OF GOVERNMENTS

By _____

ATTEST:
