

This ordinance shall take effect January 1, 1959.

Passed by the Common Council and approved by me this 18th day of Sept., 1958

(Signed) Max Edwards
Mayor

ATTEST:
(Signed) R.H. Kinkaid
Clerk-Treasurer

See minute Book Pg 570-571

Filed - Contracts, Misc

CONTRACT REGARDING THE LEASE OF A CERTAIN PARKING LOT
AND THE PLACING OF METERS THEREON

This Agreement made and entered into this 13 day of October, 1958 by and between the Board of Public Works of the City of Lebanon, Indiana hereinafter called the City, and Harold B. Lawler and Madge Lawler, husband and wife, Lebanon, Indiana hereinafter called the Owner, is as follows:

Whereas, the City has in force a parking ordinance by which it maintains and uses parking meters for the purpose of facilitating traffic, and

Whereas, the present metered area in said city is insufficient to accommodate all the necessary uses therefore, and

Whereas, the Owner owns a lot suitable for parking adjacent to said metered area in said City, and

Whereas, it is a desire of both the City and the Owner to do whatever is best for the public interest, it is mutually agreed as follows:

1. The City shall lease the following described real estate, to-wit:

Lot No. 7, Block 9, Original Plat of the City of Lebanon, Indiana for a period of five (5) years and shall further purchase sufficient meters for said lot and install them thereon. The City shall further police and maintain said meters and lot, make the collections therefrom and keep an account of the collections, provided, that the City shall have an option to renew this lease on the same terms and conditions for an additional period of Five (5) years beginning at the end of this lease. Provided, further, that the City shall give Owner a notice of at least thirty (30) days before the expiration of this lease of its intention to exercise this option.

2. The City agrees to pay as rental for said Lot the sum of four (\$4.00) per month per metered space on said Lot. The City shall keep all monies collected from said Lot in excess to said four (\$4.00) dollars per meter sum up to a sum equal to one (\$1.00) dollar per metered space making in all five (\$5.00) dollars per metered space. The City further agrees to pay Owner a sum in addition to said four (\$4.00) dollars per metered space a sum equal to the amount of money which Owner might have to pay as real estate taxes on said real estate, said additional sum to be paid in two equal installments due on April 30, and October 30 of each year. In addition to the hereinbefore set out consideration, the City agrees to pay the Owner at the end of each years operation an additional sum equal to seventy-five (75%) percent of the amount by which the annual revenues on said Lot exceed the sum of sixty (\$60.00) dollars per metered space per year. Provided, however, that if said Lot has not averaged five (\$5.00) dollars per metered space per month at the end of the first six months operation, then, by mutual agreement of the parties hereto, said rental will be adjusted accordingly. Provided, further, that the City shall, at all times, receive at least one (\$1.00) dollar per metered space per month and shall further retain all fines collected therefrom. The rental payments under this contract shall be due at the end of each months operation and commence upon the opening of said lot for use.

3. The City will relieve and hold Owner harmless for all claims for damage which might result from the operation of said lot by said City.

4. The City agrees to install a guard rail between said lot and the building owned by Owner directly to the east of said lot. Said rail shall be installed at a distance west of said building which will leave a sufficient space for a walkway and access to the west entrances to said building.

5. This lease is conditioned upon the removal by the Owner of the building which now occupies said above described real estate.

Signed and dated this 13 day of October, 1958.

Board of Public Works of Lebanon, Indiana

(SIGNED) Max Edwards

Fred F. Giddings

Weddell B. Iddings

Owner

(SIGNED) Harold B. Lawler

Madge Lawler

ATTEST: (SIGNED) R. H. Kinkaid
Clerk-Treasurer