

STA38TAX

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, STATE DEPARTMENT OF HIGHWAYS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: IMPROVEMENTS ON STATE HIGHWAY 4 FROM SPECIAL 3% GAS TAX FUND, PROJECT FAGM 19-A(1)

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1938

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

ADDRESS ALL COMMUNICATIONS TO
STATE HIGHWAY DEPARTMENT
STATE OFFICE BUILDING



CHAS. D. VAIL
STATE HIGHWAY ENGINEER

STATE HIGHWAY DEPARTMENT

DENVER, COLORADO

July 5, 1938

Mr. J. P. Soderstrum
City Manager
Grand Junction, Colorado

Dear Sir:


I am handing you herewith an executed copy of agreement dated June 28, 1938 entered into between the City of Grand Junction and this Department, with reference to the expenditure of special 3% gas tax funds apportioned to Mesa County, and by this instrument allocated for the purposes indicated.

Payments will be made in accordance with paragraph #4 at any time you wish to submit certified statements.

Yours very truly,

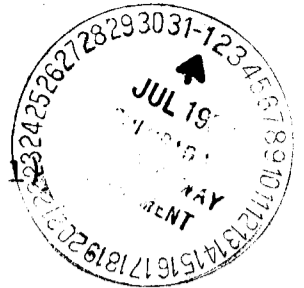
CHAS. D. VAIL
State Highway Engineer

By


O. T. REEDY

Senior Assistant Engineer

OPR H



A G R E E M E N T

1. THIS AGREEMENT, entered into this 28th day of June, 1938, between the COLORADO STATE HIGHWAY DEPARTMENT, hereinafter called the "Department", and THE CITY COUNCIL of GRAND JUNCTION, hereinafter called the "City":

2. WITNESSETH: That the Department has made plans, specifications and estimates, has advertised for bids and awarded contract for improvements on State Highway No. 4, in Mesa County, known as project FAGM 19-A(1), consisting of a railroad grade separation overpass structure and approaches, said improvements being covered by plans on file in the office of the State Highway Engineer and in the Recorder's office of Mesa County, and for the construction of which improvements the Department has allocated funds:

3. FURTHER, That by reason of the benefits accruing to the City of Grand Junction, and in accordance with the policy of the Department, the said City agrees to furnish promptly at its own cost and expense all rights of way, cleared of all improvements required for these highway improvements and relocation, as indicated on the plans aforesaid;

4. FURTHER, By reason of the fact that the City lacks sufficient funds to procure the rights of way required, it is agreed that the Department will advance the necessary funds, making payment direct to the vendors of the several parcels, in care of the City, the amount agreed upon between the City and the vendors, upon execution of a good and sufficient deed covering the parcel to be transferred and presentation to the Department of a certified statement in duplicate showing the amount agreed upon and to be paid;

5. FURTHER, In case the City finds it impossible to obtain all of the required rights of way through negotiation, it agrees to promptly bring a condemnation suit or suits to cover such tracts as cannot be so obtained, and to procure for the Department the right of temporary possession, pending the trial of any case upon its merits, and to transmit to the Department a certified copy of the Order for such temporary possession.

6. FURTHER, The Department agrees to pay to the Clerk of the District Court of Mesa County, any amounts required by said Court to be paid in connection with any condemnation suit which may be brought by the City in accordance with Paragraph 5, it being understood that the obligation of the Department to advance funds under this Paragraph 6 and under Paragraph 4, is limited to the total amount of \$10,000.00.

7. FURTHER, the City agrees to repay to the Department all amounts paid and advanced as per paragraphs 4 and 6 above said payments to be made from any portions of the special 3% gas tax fund apportioned to Mesa County which may at this time or any future time be allocated to the City of Grand Junction, these payments to continue until all of the indebtedness as covered by paragraphs 4 and 6 shall be paid.

8. IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.

THE COLORADO STATE HIGHWAY DEPARTMENT

By Chas. Vail
State Highway Engineer

By J. J. Kelly
Senior Asst. Engineer

THE CITY OF GRAND JUNCTION

By J. J. Johnson
City Manager

(Acting in accordance with resolution passed by the City Council dated June 15, 1938, copy of which is attached hereto.)

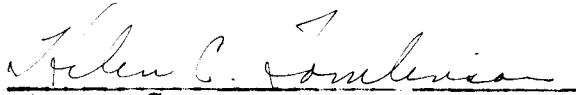
RESOLUTION

Be it resolved by the City Council of the City of Grand Junction:

That J. P. Soderstrum, City Manager of the City of Grand Junction, be, and he is hereby authorized and directed to enter into and to execute on behalf of said City an Agreement with the Colorado State Highway Department for the borrowing of a sum not to exceed Ten Thousand (\$10,000.00) Dollars from State Highway Funds for the use of said City in purchasing and acquiring right-of-way lands to be furnished by said City in the proposed Main Street Grade Crossing Elimination Project; said sum or sums so borrowed to be repaid from the special three per cent gas tax fund collections.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Grand Junction, Colorado, at their regular meeting held June 15th, 1938, as shown by the records in my office.

Dated at Grand Junction, Colorado, June 30th, 1938.



City Clerk