

Grand Junction, Colo. Feb. 27th a. D. 1907.

Roll call

The City Council of the City of Grand Junction convened in second regular monthly session, Mayor Bunting presiding, upon call of roll the following responded present Alderman alkis, Davies, Luter, W. C. Culloch, Norris, Boyle, & Platt, Alderman Smith arrived a few minutes late.

Minutes

The minutes of Feb. 13th, 16th, 26th & 27th were read and approved.

Pet to Condemn

Bldg 532 Main

a petition to have the building located at 532 + 4 Main St. condemned and removed was read said petition was signed by Wheatly Mer. Co and Five others this was referred to the Fire & Police Com.

Pet. to abate

nuisance of
Breeding stables

a petition signed by Mrs. Justine Delpain and 14 others was read, they requested that the nuisance of the breeding stables on etc etc be abated, said petition was referred to the Fire & Police Com. with recommendation from the Mayor that they declare the same a nuisance.

Pet. R. Best

Robert Best petitioned for a permit to put in a glass front in the frame building on lot 6 block 116, this was referred to the Fire & Police Com.

Pet. to open up

streets in Capitol
Hill sub-division

a Petition signed by Elizabeth Hutchinson and eight others owning property in the Capitol Hill Subdivision was read they requested that the City open up certain streets which were described on a plat attached to said petition, Alderman Boyle made a motion seconded by Alderman Davies that the City Engineer be instructed to inspect the said plat and ascertain the probable cost of opening up said streets and that said petition be referred to the S & A. Com. for further investigation, upon call of motion said motion carried unanimously.

Pet. to Condemn

Bldg Lot 10+11

B 164

a Petition signed by Dennis Sullivan and Four others was read, they requested that the building located on lots 10+11 B 164 be condemned and removed said petition was referred to the Fire & Police Com.

Pet. to have

4th St. guttered.

Mayor Bunting presented a verbal petition as follows, that the Council investigate the condition of the gutter on the east side of Fourth St. between Main & Colo. ave, and the alley between Main & Colo. ave and 4th & 5th streets which 16 petitioners claim to be in an unsanitary condition and requested that this condition be abated and remedied at once, this petition was referred to the S & A. Com.

Henry Nichols Esq. presented the following petition. To the Hon. Mayor and City Council of Grand Junction Colo. Gentlemen: - -

Pet. made by Joint Cemeteries Committee.

In consideration of the water rate of one cent per thousand gallons which by order of the City Council of record, was granted to the joint Cemeteries Committee as agents and representatives of the owners of Orchard Mesa, Masonic and Odd Fellows Cemeteries, for use in sprinkling lawns, trees and shrubs, and in the further consideration of the continual continuance of such rate for said Cemeteries and the Calvary Cemetery, owned by the Catholic Church of Grand Junction, which has become a party to the agreements under which the joint Cemeteries Committee act; we, the undersigned, owners of the lands over which the present road is constructed and used from the northeast corner of the Masonic Cemetery to the southeast corner of the Orchard Mesa Cemetery and the lands adjoining, hereby grant a right of way and perpetual easement unto the City of Grand Junction, over, along and across such lands as the road is now constructed and used, of a width not to exceed thirty two feet.

It is agreed and understood that an acceptance of this grant of right of way on the part of the City of Grand Junction by resolution duly passed and recorded shall bind the City of Grand Junction and all the parties hereto, their heirs, successors and assigns forever.

Witness our hands and seals at Grand Junction, Colo. this 23rd day of February, a. d. 1907.

S. E. Gourley
A. L. Gourley
Mesa Lodge No. 55 A. F. & A. M. by
Guy V. Stenberg W. M.
T. M. Conway for Calvary Cemetery.

Thereupon Alderman Boyle made a motion seconded by Alderman Alkin that said petition be referred to the Soc Com. and that the City Engineer be instructed to survey the said ground and bring in plans for same upon call of motion said motion carried unanimously.

F. M. Kittle asks for remuneration for being hurt on sidewalk.

F. M. Kittle, was present and verbally informed the Council that he had been injured about six weeks ago by falling on the sidewalk near 7th & Colo. av. that the fall was due to a broken board in the sidewalk which he was unable to see on

account of snow on the walks, and that the fall he received had so injured him that he was unable to work since that time, and asked that the City make a reasonable settlement with him for injuries received, this was referred to the Street and Alley Com. and the City Physician.

Ord. 142
Passed and
adopted

Ordinance no. 142. Annual appropriation Ordinance of the City of Grand Junction, Colorado and etc, said Ordinance was read at length in open Council, the same being the second reading of said Ordinance, thereupon Alderman Smith made a motion seconded by Alderman Platt that said Ordinance no. 142 be passed and adopted, upon call of roll vote was as follows, Alderman Alkire ^{yea}, Futes ^{yea}, M^c Culloch ^{yea}, Norris ^{yea}, Boyle ^{yea}, Platt ^{yea}, Smith ^{yea} motion Carried.

Ord. 143
passed and
adopted.

Ordinance no. 143, "an Ordinance establishing the Compensation and Salaries of City Officers and etc. said Ordinance was read at length in open Council, the same being the second reading of said Ordinance, thereupon Alderman Norris entered a motion seconded by Alderman Alkire that said Ordinance no. 143 be passed and adopted, upon call of roll vote was as follows, Alderman Alkire ^{yea}, Davies ^{yea}, Futes ^{yea}, M^c Culloch ^{yea}, Norris ^{yea}, Boyle ^{yea}, Platt ^{yea}, Smith ^{yea} motion Carried.

For money from
Police Fund to
Street & Alley

Alderman Platt made a motion seconded by Alderman Futes that the sum of \$80 ⁷⁶ be transferred from the Police Fund to the Street & Alley Fund upon call of motion said motion Carried unanimously.

Money Spd.
from Police Fund
to Fire Fund.

Alderman Alkire made a motion seconded by Alderman Platt that the sum of \$158 ⁹⁶ be transferred from the Police Fund to the Fire Fund, upon call of motion said motion Carried unanimously.

J. Boyle
appointed
Trustee.

Alderman Alkire made a motion seconded by Alderman Futes that J. Boyle be the Trustee appointed by the City of Grand Junction, Colorado for the purpose of auditing the claims and the moneys to be disbursed by the Contractor who will secure the contract for building the proposed Kannah Creek pipe line for the City of Grand Junction, upon call of motion said motion Carried unanimously.

Following is the proposed contract offered by The Mitchell Engineering & Building Co. for the construction of the Kannah Creek pipe line and buying the bonds for same.

This agreement made and entered into this 27th day of February, 1907, by and between the City of Grand Junction, Colorado, a municipal corporation, organized under the laws of the State of Colorado, the party of the first part, hereinafter called the City, and Douglass Mitchell, doing business under the name of The Mitchell Engineering & Building Company, the party of the second part, hereinafter called the Contractor;

Witnesseth: That the said Contractor in consideration of the covenants, agreements and payments hereinafter mentioned to be performed and made by said City, hereby Covenant and agree, under the penalty expressed in the attached bond, bearing even date herewith, to furnish all the material and labor, and to construct the Kannah Creek pipe line for said City, in accordance with the attached proposal and amended specifications, which are hereby declared and accepted as parts of this agreement, and to accept payment for the material furnished and labor performed, at the prices named in said proposal as full compensation under this contract.

What the Contract Prices Include.

The Contract prices shall include all material, labor and expense necessary to complete the work according to the plans and amended specifications and to maintain it in good condition until accepted by the Engineers.

Extra Work.

No allowance will be made for extra work of any kind unless such work shall have been ordered in writing by the Mayor and the City Council of Grand Junction, Colorado.

Failure to pay for labor and material.

If the Contractor shall fail to pay the men employed upon the work, or for the material used therein, the Engineers may deduct from the payments due the Contractor the amount necessary to pay such claims for labor and material.

Claims for damages.

The Contractor shall not be entitled to damages on account of delay; but if such delay is occasioned by the City, the Contractor shall be entitled to an extension of time in which to complete the work, to be determined by the Engineers or the authorized agent of the City of Grand Junction, it being understood that such extension of

Contract offered by Mitchell Engineering & Building Company.

Time shall be equal to but not in excess of the actual number of days of such delay occasioned by the City.
 Precautions to prevent accidents.

The Contractor shall take all necessary precautions to prevent accidents and shall indemnify and save harmless the City from all suits or actions brought against the City for or on account of any injuries received or damages sustained in the construction of said work or due to negligence in guarding same.
 Time for Completion.

The Contractor shall complete all of the work to be done under this contract on or before the First day of December, 1907; and it is hereby agreed that if the work is not completed at that time the City may deduct from the amount due the Contractor the sum of Fifty Dollars (\$50.00) per day for each and every day that the work remains unfinished after that date, which said sum of \$50.00 per day is, in view of the difficulty of estimating such damages, hereby agreed upon by the parties hereto as liquidated damages that the City will suffer by reason of the failure of the Contractor to complete the work within the time agreed. It is understood and agreed, however, that the Contractor shall not be held to forfeiture for such days when the weather is too inclement to do good or successful work, or for delays on the part of the railroad Companies occasioned by floods, strikes, blockades or the inability or failure of the railroad companies to deliver the freight within a reasonable length of time after the date of shipment as evidenced by bill of lading.

Payments.

A. Complete estimate shall be issued by the Engineers at the end of each Calendar month for the amount due the Contractor for the material furnished and work done during the said month; and the Contractor shall receive eighty per cent (80%) of the amount of said estimate; and in addition thereto the Contractor shall receive on all invoices of material received and unloaded from the Cars for said work during said month, an amount not exceeding Twenty Five Thousand Dollars (\$25,000.00) at any one month. The City shall retain twenty per cent (20%) of the amount of said estimates until sixty (60) days after the completion of the work and its acceptance by the Engineers, as a protection against liens.

When the Contractor has completed the work to the

acceptance of the Engineer, then the Engineer shall issue the final estimate for the balance due the Contractor, including the retained percentages, and the Contractor shall receive the amount of said estimate as full compensation for all work done and material furnished under this Contract.

Right of way.

It is hereby understood and agreed that the City will furnish the Contractor a full and complete right of way on the entire pipe line for excavation for said pipe line, construction of bridges, trestles or viaducts, and for the purpose of roads for hauling material for said pipe line, and the establishment of camps, and for all purposes for the construction of the work under this Contract.

It is further agreed that the Contractor accepts the water bonds of the City of Grand Junction at par in lieu of cash as payment on his contract, the Contractor agreeing to take the entire issue of Three Hundred Thousand Dollars (\$300,000.00); said Contractor to pay to the City Thirty seven thousand Dollars (\$37,000.00) in cash, being the difference between the contract price for said work and the bond issue, upon delivery of the bonds, or within a reasonable length of time in which to transmit the money from Denver to Grand Junction. The Contractor also further agrees that he will pay the City three percent (3%) interest on the full issue of the bonds from October 1st, 1906 to their date of delivery. The Contractor also further agrees to pay three percent (3%) interest per annum, on any money arising from the proceeds of the sale of the bonds, lying idle in any bank pending said work, and also agrees to waive any question of the legality of the bonds now pending; the money to be disbursed by a Committee of three (3) trustees all of whom shall audit the Claims, one to be selected by the City and two by the Surety Company signing the Contractor's bond, as follows:

J. C. Bayle, For the City
 Harry Schiffer, of the Metropolitan Surety Company,
 F. W. Stundart, of the Metropolitan Surety Company,
 and that when the bonds are issued they shall be deposited in the United States National Bank of Denver, Colorado, to be turned over to the said Contractor upon payment therefor and upon the order of said Board of Trustees. The money arising from the sale of the bonds to be disbursed

upon invoices and pay-rolls signed by the Engineers and the Contractor in charge of said construction work of the Kannah Creek Pipe line. The said Contractor agrees to furnish a bond by the Metropolitan Surety Company to the amount of \$52,600, indemnifying the said City of Grand Junction against his failure to complete the work in accordance with the specifications herewith attached.

The Contractor further agrees that he will erect a factory in or near Grand Junction, Colorado for the manufacture of the wooden pipe used in connection with this work, or will pay a reasonable salary and expenses of any competent person selected by the City, to be present, superintend and examine all the material and pipe for this work if made at the home factory. Contract binds all parties.

This contract shall be binding upon the heirs, executors administrators and assigns of the Contractors and upon the successors and assigns of the City of Grand Junction.

In witness whereof, the Mayor of the City of Grand Junction, Colorado, has made and executed this Contract on behalf of said City and has caused the seal of said City to be hereunto affixed in pursuance of a resolution adopted by the City Council of said City, and the Contractor has hereunto set his hand and seal the day and year first above written.

City of Grand Junction
By _____ Mayor.

Attest:

City Clerk.

The Mitchell Engineering Building Co.
By _____
General Manager.

Grand Junction, Colorado, Feb. 13th, 1907
To the Honorable Mayor and City Council,
Grand Junction, Colorado.

Gentlemen:-

In addition to our other enclosed proposal, made in accordance with the plans and specifications of Kelsey & Young we hereby tender for your consideration, the following proposition:

If this proposition is accepted, we agree to complete the same on or before the first day of December 1907.

It shall be agreed that the Contractor shall not be held to forfeiture under time clause for such days wherein the weather is too inclement to do good or successful work, or when through railroad strikes or floods it becomes impossible for the Railroad Companies to deliver, within a reasonable time, the material for this work.

We will accept the water bonds of the City of Grand Junction at par in lieu of cash as payment on this contract, agreeing to take the entire issue and reimburse the City Treasury in cash for the difference between the amount of said bond issue and the amount of our contract. We also agree to waive any question of legality of said bonds now pending, and to furnish good and sufficient bond to the City of Grand Junction in the sum of twenty percent (20%) of the Contract price and enter into said contract within fifteen (15) days from the acceptance of this proposal.

We desire to add that we will either erect a factory in or near Grand Junction for the manufacture of the wooden pipe used in connection with this work, or will pay the salary and expenses of any competent man the Council may select to be present, Superintend and examine all material and pipe for this work, if made at the home factory.

If this proposal is accepted, it is agreed that it shall be attached to and become a part of the contract between the City of Grand Junction and the undersigned.

Respectfully submitted.

The Mitchell Engineering & Building Company.

By Douglass Mitchell

at this point the Mayor called on the Council for a free discussion of the contract, N. R. Rhona was present and was allowed the privilege of the floor and he stated to the Council his objections to the proposed contract.

Mayor Bunting stated his position to Council as follows: ^{as a matter of record.} ~~whereas~~ I feel that to vacate all the principal things for which the Council contended when making the contract on the sixteenth of February and permitting the Contractor to dictate all the terms of the agreement was taking a position which the Council would regret in the building of this water system. A number of sections of the contract were diametrically opposite to the safe guards which the Council thought they had thrown around the granting of the contract in their resolution of the 16th.

Mayor Bunting states
his objections

"Mr. Mitchell stated to Council that the Mitchell Engineering & Building Company was a co-partnership in which he and another person, not named, and for whom he carried a power of attorney, were the partners. He now states that he is the only person concerned and that he constitutes the Mitchell Engineering & Building Co. Under the circumstances we are at loss to know the responsibility of this contracting firm nor have we been particularly enlightened by Mr. Mitchell himself."

"We have bitterly opposed appropriating any money for material in the estimate of the engineers for work done, now in the present contract if passed, Mr. Mitchell can receive beside the 80 per cent for work done up to \$25,000. in any one month, We have contended that the City itself and not any trusteeship should be the distributing agents of the money paid the Contractors, if the bonding concern can trust a trusteeship it certainly ought to have confidence in the integrity of the Council and in the capacity of the City of Grand Junction to distribute all moneys."

"If the bonds are in the hands of the banking institution in Denver and we are to receive 3 per cent upon any balance for the sale of the bonds you can feel assured that there will be no balance there upon which interest can be paid only at the time of the need of money for the City."

"I am pointing to these objections because I believe it is my duty to do so. The Council for themselves as individuals and for the Council as a whole are answerable to the people for what they do, equally I am responsible to the whole people for what I do. Therefore I want to do right myself and see that the Council makes no mistakes."

"I have perfect confidence in every member of the Council in their absolute desire to do what is right. No body of men has ever worked harder to do what is right for the public."

"Gentlemen, the contract is now before you for your final acceptance or rejection, what is the pleasure of the Council?"

alderman Boyle made a motion seconded by alderman Lutes that the contract offered by the Mitchell Engineering and Building Company be accepted and adopted, upon call of roll vote was as follows, alderman ~~Boyle~~ Alkin yea, Davies yea, Lutes yea, M^c Cullack yea, Norris yea, Boyle yea, Platt yea, Smith yea, motion carried.

ald. Boyle made a motion seconded by ald. Norris to adjourn, upon call of motion said motion

Mayor's Objections to Water Contract

Contract accepted
by Council

adjourn

Carried unanimously.

John W. Conley.
City Clerk.