

Grand Junction, Colorado

July 2, 1928

The City Council of the City of Grand Junction, Colorado, met in regular session. Those present and answering at roll call were Councilmen Penberthy, Meders, Bear, Rogers, Hall, Ellison. President of the Council, Moslander, was absent. City Manager Thompson, City Attorney Hinman, and City Clerk Niles were present.

It was moved by Councilman Meders, seconded by Councilman Bear, and duly carried, that Councilman Ellison act as President- Pro-tem.

The minutes of the regular meeting of June 20th were read and approved.

City Attorney Hinman presented the following form of lease for a sand and gravel plant:

LEASE WITH OPTION TO PURCHASE
(Gravel plant)

THIS AGREEMENT OF LEASE, Made and entered into this _____ day of _____, A. D. 1928, by and between H. W. Moore Equipment Company, a corporation, party of the first part, and the City of Grand Junction, a municipal corporation of Mesa County, Colorado, party of the second part, WITNESSETH: THAT

WHEREAS, On or about June 9, 1928, the City Manager of the City of Grand Junction, party of the second part, made and delivered to first party a purchase order for a certain gravel plant, together with its machinery and equipment consisting, among other things, of a rock crusher, screen, washer and storage bin, and said purchase order provides that said machinery and equipment are to be forthwith shipped to Grand Junction and the purchase price thereof in the sum of Nine Thousand Five Hundred Twenty-four Dollars Seventy-five Cents (\$9524.75) to be paid for in cash after the installation and acceptance thereof by said city; and

WHEREAS, By order made and entered June 20, 1928, in Case No. 4838 in the District Court of Mesa County, Colorado, a temporary injunction was granted, enjoining and restraining the parties hereto from carrying out the contract aforesaid for reasons therein set forth, and it is the desire of the parties hereto to abandon and nullify such purchase order and contract; and

WHEREAS, Said machinery is about to be shipped to Grand Junction, Colorado, and said city has use for the same in crushing and obtaining sand and gravel in making certain improvements, including sand and gravel for Paving District No. 20 and sand and gravel for Sidewalk District No. 10, which improvements said second party plans to perform in the summer and fall of 1928, and

it is the mutual desire of the parties hereto that said sand and gravel plant and crusher be used and utilized by said city in performance of said work, and for work in other departments of said city where provision has been made in the annual appropriation ordinance of said city for the fiscal year of 1928 for such work and expenditures.

NOW, THEREFORE, It is hereby mutually agreed that the said purchase order, dated June 9, 1928, for the said machinery and equipment be and the same is hereby abandoned, nullified and rendered void and of no further force and effect; that party of the first part will install and set up the machinery and equipment hereinbefore described at any place or point designated by the second party, and that it will and does hereby lease and let unto said second party the use and operation thereof from the date hereof during and until the 15th day of March, A. D. 1929, and that in consideration of the leasing as aforesaid, party of the second part agrees to pay to party of the first part as full consideration for the use of said machinery and equipment the sum of 35¢ per cubic yard for all sand and/or gravel produced through the use of such machinery and equipment and used in the construction of said special local improvements, payments for which shall be made only out of funds belonging to said special improvement districts for materials furnished to and used by such special improvement districts when, as and if funds of such districts for such purpose are available, and from such source and subject to such conditions and while so used will pay the cost of necessary repairs thereto except those caused by ordinary wear and tear thereof.

Second party agrees to keep an accurate record of all amounts of sand and gravel used by each of said respective districts and secured from such source and to render an accounting thereof to first party upon demand and to make payments therefor as above specified.

It is further agreed that second party may use said plant in furnishing sand and/or gravel for use in other departments of said city where provision has been made in the annual appropriation ordinance of said city for the fiscal year of 1928 for such work and expenditure, and that the same rental and other provisions of this lease shall apply to

It is further understood and agreed that second party shall have the option to purchase said sand and gravel plant, machinery and equipment from first party at any time before the expiration of this lease when, as and if funds for such purpose are legally available under the annual appropriation ordinance for 1929 for the sum of \$9524.75 plus interest thereon from date hereof until said purchase at six per cent per annum, less any and all sums paid hereunder as rental therefor, but that no obligation to purchase said plant is assumed by said second party.

It is further understood and agreed that this agreement shall have no force and effect and shall not be binding upon either party hereto unless and until approval by the District Court of Mesa County, Colorado, in Case No. 4838, by modification of the order made and entered June 20, 1928, permitting the receipt and acceptance of said plant and machinery under the terms of this lease by said city, anything herein to the contrary notwithstanding.

IN WITNESS WHEREOF, The said parties have caused their corporate names to be hereto signed by their proper officers and corporate seals affixed, this _____ day of _____, A. D. 1928.

Councilman Rogers moved and Councilman Bear seconded the motion that the President Pro-tem and the City Clerk be authorized and instructed to execute the lease for the sand and gravel plant, as submitted. Upon which motion the following vote was cast: Councilmen voting YEA, Penberthy, Meders, Bear, Rogers, Ellison. Councilmen voting NO, Hall. A majority of the Councilmen voting YEA, the President Pro-tem declared the motion carried.

The Proof of Publication of the Proposed Ordinance entitled: AN ORDINANCE PROVIDING AN APPROPRIATION FOR THE PURCHASE AND INSTALLATION OF A SAND AND GRAVEL PLANT AND CRUSHER, was presented. It was moved by Councilman Penberthy, and seconded by Councilman Meders that no further action on the above proposed ordinance be taken. Motion carried.

Clerk advt. For bids Pav. Dist. 20 & Sidewalk Dist. 10

Because of withdrawal of all former bids, it was moved by Councilman Meders and seconded by Councilman Bear that the City Clerk be instructed to advertise for bids for bonds for proposed Paving District No. 20 and Proposed Sidewalk District No. 10, subject to the creation of the districts. Bids to be opened July 11th at 7:30 o'clock P. M. Motion carried.

Bond for Glen Bond

The bond of Glen Bond, electrician, having been approved as to form by City Attorney Hinman, was presented. It was moved by Councilman Meders and seconded by Councilman Bear that the bond be accepted and filed. Motion carried.

There being no further business to come before the meeting, on motion of Councilman Rogers, seconded by Councilman Meders, and

duly carried, the meeting adjourned to meet on July 11th, at 7:30
o'clock, P. M.

/s/ Helen C. Niles
City Clerk