

CITY OF LODI - CITY HALL,
Monday, October 1st., 1923.

The regular meeting of the Board of Trustees of the City of Lodi for the first Monday in October was called to order by President Shattuck at 8 o'clock P.M. on the date and at the place first above written; Trustees Hale, Hickok, Mettler, Spooner, and Shattuck present.

The minutes of the adjourned meetings of September 11th. and 12th were read and approved, likewise the minutes of the regular meeting of September 17th - 1923.

The Clerk read a numerously signed petition against the use of the City Park for an auto camp ground and the same was supported by addresses from Mr E.L. Weaver, W. J. Robinson & W. Siegalloff. The President of the Board, on behalf of the members present assured the petitioners that the matter was to be considered as dropped from now on.

In the matter of the opening of Hutchins Street as undertaken under Resolution of Intention No. 64:-

Attorney E.F. Goodrum assured the Board that the parties represented by himself would be open to any proposition that would be reasonable and hoped that the street could be opened up by a voluntary assessment. On motion of Trustee Spooner, Resolution No. 424, "Resolution Overruling Alleged Objections to Work and Improvement Under Resolution of Intention No. 64" was introduced for adoption but the passage of Resolution Ordering the Work was deferred to October 8th following; the motion unanimously carried and Resolution No. 424 was passed and adopted by the following Vote:-

AYES: Trustees, Hale, Hickok, Mettler, Spooner, Shattuck.

NOES: Trustees, None ABSENT: Trustees, None.

(Note:- a true copy of said resolution appears on page 23 following these minutes.)

On motion of Trustee Spooner, seconded by Trustee Hickok, bills amounting to \$16,320.22 were allowed and ordered paid.

Six building permits totalling \$8,175 were granted

In the matter of the purchase of lots 7 and 8 in Block 3, Mokelumne from H.E. Welch and Wife:- Execution of a contract to purchase the same for \$18,830.00 payable in two ^{equal} installments one prior to December 1st, 1923, the other prior to December

1st.,1924 was authorized by resolution passed and adopted by the following vote:-

AYES: Trustees, Hale, Hickok, Mettler, Spooner, Shattuck.
NOES: Trustees, None ABSENT: Trustees, None;

(Note: a true copy of the above mentioned Resolution with copy of contract is set forth at Page 24 et seq of these minutes)

On motion of Trustee Hale, the Board adjourned until eight o'clock P.M. of October 8th.,1923.

Attest:- *J. H. Blaney*
City Clerk.

The minutes of the Regular Meeting of the Board of Trustees for October 1,1923 as above set forth were approved without correction ~~as corrected~~ at an adjourned meeting of said Board held October 8-1923.

J. W. Shattuck
President, Board of Trustees.

October 8-1923:

RESOLUTION NO. 424

WHEREAS, on the 18th day of June,1923, the Board of Trustees and City Council of the City of Lodi, San Joaquin County, California, duly passed and adopted Resolution of Intention No. 64; and whereas notices of the passage of said Resolution have been given, posted and published in all respects as required by law and in all respects as required by said Resolution of Intention, and whereas, on August 8th.,1923, more than 10 days after the expiration of the time of publication of said notices, one Martha Lind filed with the Clerk of said Board her alleged written objections to the work and improvements mentioned in said Resolution of Intention and to all matters therein contained; and whereas no written objections and no objections whatever has been made within ten days after the expiration of the time of publication of said notices, which time of publication expired on July 27th,1923; and whereas said Board of Trustees did on September 17th.,1923, and without waiving the fact that said objections of said Martha Lind were not filed within the time allowed by law, fix a time, to-wit, October 1st., 1923, at 8.30 o'clock in the afternoon for hearing said objections; and whereas the said City Clerk thereupon notified the said Martha Lind of the time fixed for hearing her alleged objections, by depositing a notice thereof in the Postoffice in said City, with postage pre-paid, addressed to said objectioner; and said alleged objections coming on duly to be heard at the time specified in said notice, to-wit, at 8.30 o'clock in the afternoon on October 1st.,1923; and said Board having fully heard the same and all evidence and matters submitted in support thereof;

BE IT RESOLVED; that said alleged objections of said Martha Lind and the whole thereof are without merit and said alleged objections are hereby overruled.

BE IT FURTHER RESOLVED, that although the said Board of Trustees has heard and decided said alleged objections upon their merits, said Board and City Council has not and does not waive the fact that said alleged objections of said Martha Lind were not filed within the time allowed by law.

RESOLUTION

RESOLVED , by the Board of Trustees of the City of Lodi, San Joaquin County, California, that said City of Lodi shall purchase and contract to purchase, from Hilliard E. Welch and Ruby G. Welch, his wife, the real property described in the contract, a copy of which is hereunto annexed, marked "A" and made a part hereof, at the price and upon the terms, stipulations and conditions therein set out, and that the Mayor and City Clerk of said City of Lodi are hereby directed to sign and execute said contract for and on behalf of said City of Lodi;

BE IT FURTHER RESOLVED: that, out of the general fund of said City of Lodi, there is hereby appropriated and set aside into a special fund which is hereby created, the sum of Nine Thousand Four Hundred and Fifteen Dollars, (\$9,415.00) for the purpose of paying the first installment of the purchase price of said real property due on or before December 1st., 1923, and the Mayor, City Clerk and City Treasurer, and each of them, are hereby authorized and directed to pay the first installment of purchase price for said real property to Hilliard E. Welch on or before December 1st., 1923.

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" A "

THIS CONTRACT, made and entered into this 1st day of October, 1923, by and between Hilliard E. Welch and Ruby G. Welch, his wife, both of Lodi, San Joaquin County California, parties of the first part, and the CITY OF LODI, a municipal corporation, of the County of San Joaquin, State of California, party of the second part;

W I T N E S S E T H :

That the parties of the first part agree to sell/ ^{to} the party of the second part and party of the second part agrees to buy all that certain real property situated in the City of Lodi, County of San Joaquin, State of California, and described as follows, to-wit:

Lots numbered Seven (7) and Eight (8) in Block Numbered Three (3) of the City of Lodi as said lots and Block are delineated and so designated upon the official map entitled "MOKELOMNE" filed August 25th, 1869 in the office of the County Recorder of the County of San Joaquin, State of California.

In consideration whereof the party of the second part agrees to pay to said Hilliard E. Welch the sum of Eighteen Thousand Eight Hundred Thirty (\$18,830.00) Dollars, payable at the times and in the manner following, that is to say, Nine Thousand Four Hundred Fifteen, (\$9,415.00) Dollars on or before December 1st., 1923, and the balance, to-wit, the sum of Nine Thousand Four Hundred Fifteen, (\$9,415.00) Dollars on or before December 1st, 1924, without interest, the parties of the first part agree that upon the payment of said purchase price in full, they will execute and

deliver to the party of the second part a good and sufficient deed of grant, bargain and sale conveying said land to the party of the second part free of all liens and encumbrances, except such taxes as the party of the second part herein agrees to pay; and the parties of the first part further agree that at the time of delivery of said deed they will furnish to said party of the second part an unlimited certificate of title from a reliable abstract and title company showing the title in said lands to be vested in said Hilliard E. Welch free of all liens and encumbrances except taxes which are herein agreed to be paid by the party of the second part.

It is understood and agreed that upon the payment of said first installment of the purchase price the party of the second part shall be entitled to enter into possession of said real property and thereafter to retain possession thereof during the life of this contract; and it is further agreed that that the parties of the first part will pay all State, County and Municipal taxes which are now a lien on said land, including both installments of taxes for the year 1923, it being understood and agreed that all taxes thereafter to become a lien upon said property shall be paid by said party of the second part. It is further understood and agreed that if the party of the second part shall fail to pay any installment of said purchase price within thirty days after the same may become due, hereunder, then the parties of the first part may at their option terminate this contract, reenter into possession of said land, and be relieved of all obligations in law and equity to convey the same, retaining all moneys theretofore paid hereunder as liquidated damages for the nonfulfillment hereof by the party of the second part.

It is further understood and agreed that the parties of the first part shall not be liable to make any repairs upon the residence house or improvements now situated on said land, but any repairs that may be made, shall be at the expense of the party of the second part.

It is further understood and agreed that the owners of said lot Eight (8) are the holders of an insurance policy insuring them against loss by fire of the residence house upon said lot 8, and it is agreed that, in case of loss or damage, and the payment of any moneys pursuant to said insurance policy or otherwise, by reason of such loss or damage by fire to the owners of said Lot Numbered Eight (8), or to the parties of the first part, or either of them, the amount of money so paid shall apply upon the next installment of purchase price thereafter to fall due upon this contract.

IN WITNESS WHEREOF, said parties have entered into this contract in duplicate the day and year first above written, pursuant to resolution of the Board of Trustees of said City of Lodi this day duly passed and adopted.

(Signed) Hilliard E. Welch

(Signed) Ruby G. Welch

CITY OF LODI

by (Signed) J. W. Shattuck
Mayor

(Signed) J. F. BLAKELY
City Clerk.