

Ordinance No., 588

An Ordinance to Authorize and direct the Mayor and City Clerk to execute a contract with the Missouri Pacific Railway Company to furnish said Co. with water at its Station in said city.

Be it ordained by the Mayor and board of commissioners of the city of Garnett, Kansas.

Sec.1. That the Mayor and City Clerk are hereby authorized and directed to make and execute a contract with the Missouri Pacific Railway Company, for and on behalf of said city, to furnish said Railway Company water at its station in said city from the waterworks system of said city.

Section 2. That said contract shall be in words and figures as follows, to wit:

This agreement, made and entered into ~~this~~ in duplicate this the 20th day of January .A,D, 1914 by and beteen the City of Garnett, A municipa corporation of the state of Kansas, Situated in Anderson County , K Kansas hereinafter termed the contractor, party of the first part, and

THE MISSOURI PACIFIC Rail way Company, hereinafter termed the Rail Way Company, party of thesecond part;

Witnesseth: That for and in consideration of the keeping by each of the parties herto of all and singular its covenants hereinafter contained and of the payment by the Railway Company to the Contractor for all

water furnished under this agreement at the rate hereinafter specifid said Contractor hereby covenants and agrees to furnish water to said Railway Company from the Contractors system of ~~the~~ water works, now in operation, for anyand all purposes for which said Railway Company ~~from the Contractor's~~ ~~will~~ shall require water in and about The City of Garnett county of Anderson and state of Kansas

All water so furnished shall be of A quality suitable for the gener- ation of steam and for drinking purposes, and at all times and seasons shall be delivered, in quantities sufficient for the purposes of said Railway Company, to and at any points through the mains of said Contr- actor, as said mains are now and may hereafter be laid, for A tempora- ry period from and after the 20th day of January A,D. 1914 and there- after until the expiration of THIRTY (30) days next following the date written notic shall be served by either party hereto upon the other of its desire and intention to terminate this agreement.

For all water furnished as aforesaid, said Rail ^{Way} Company herby agrees to pay said Contractor in monthly installments at the ~~rate~~ following rate: For each One thousand (1,000) gallons used per month Ten (10) Cents. The said first party will at its own cost and expense maintain their Water pipes near to the place or places where the water is

utilized, and shall in good faith endeavor to keep up the supply of water; provided however, that the party of the first part shall not be liable for any loss or damage occasioned by reason of any failure of its Waterworks system or ~~water~~ supply, occuring from causes beyond the control of the said party of the first part.

This agreement shall innure to the benefit of, and be binding upon the lessees, successors, legal representeatives and assigns of each of the parties hereto.

This agreement shall not become effective until it shall have been approved on the face hereof by the General Superintendent, ~~and the~~ ~~Railway~~ ~~Company~~ and Assistant Chief Engineer, as well as signed by the Superintendent, of the Railway Company; ~~and~~ or shall this agreement be binding on the Railway Company until the execution

and attesting, on behalf of the Contractor of this agreement by the ~~Contractors~~ ~~Mayor~~ ~~and~~ ~~City~~ ~~Clerk~~, and the affixing of the Contractors seal hereto, as well, Shall have been duly authorized, ratified and confirmed, by an ordinance,

duly passed and approved by and on behalf of the Contractor, containing and setting forth as a part thereof an exact copy of this agreement, and until a duly certified copy of said ordinance shall have been delivered to the Railway Company, attached to the Railway Company's duplicate original of this agreement.

This contract is entered into as a temporary arrangement pending the completion of the proposed WaterWorks improvements of the City of Garnett, at which time a new contract will be drawn up.

The Railway Company shall pay to said Contractor the amount due for said water in the month following the calender month in which such water shall have been furnished, and at such time in said month as payments are usually made by said Railway Company for water furnished it at other points. The Railway Company shall pay in the month of march .A.D, 1914, for all water taken prior to the first day of said month. and subsequent payments shall be made regularly each month thereafter.; Provided, however, that a regular and sufficient supply of water shall have been furnished by the Contractor.

The quanty of water furnished the Railway Company shall be determined by meter measurements, and Railway Company at its own expence, hereby agrees to furnish and maintain A water meter and to ~~lay~~ ~~and~~ ~~maintain~~ all water ^{pipes} which shall be required to connect said water ~~meter~~ meter with the ~~nearest~~ nearest water main or pipe of the Contractor; and said Railway Company shall furnish and maintain such other pipes as shall be necessary for conveying water to the points where said water Will be ~~used~~ utilized. All water ~~shall~~ shall be delivered through and be registered by ~~the~~ ^{water} meter, and the quanty of water so registered shall be considered correct by the parties hereto unless it shall appear that the meter is out of order; in which ~~event~~ latter event, the Railway Company at it s own expence , shall repair ~~said~~ ~~meter~~ said meter, and, during the time said meter was out of order; said Rail- way Company shall pay for only such quantities of water ~~so~~ ~~registered~~ ~~as~~ ~~were~~ ~~actually~~ ~~furnished~~ ^{as were actually furnished} to it by said Contractor.

Provision, however, shall have been furnished by the Contractor.

The quantity of water furnished the Railway Company shall be determined by meter measurements, and Railway Company at its own expense, hereby agrees to furnish and maintain a water meter and to ~~lay~~ ~~and~~ ~~maintain~~ all water ^{pipes} which shall be required to connect said water ~~meter~~ meter with the ~~nearest~~ nearest water main or pipe of the Contractor: and said Railway Company shall furnish and maintain such other pipes as shall be necessary for conveying water to the points where said water will be ~~used~~ utilized. All water ~~shall~~ shall be delivered through and be registered by ^a ~~water~~ water meter, and the quantity of water so registered shall be considered correct by the parties hereto unless it shall appear that the meter is out of order; in which ~~latter~~ latter event, the Railway Company at its own expense, shall repair ~~said~~ said meter, and, during the time said meter was out of order; said Railway Company shall pay for only such quantities of water ~~as were~~ ^{as were} actually furnished to it by said Contractor.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

Witness:)
Attest:)

The City OF Garnett,

City Clerk

By-----

Mayor
The Missouri Pacific Railway Company

By-----

General Superintendent

Witness:

Approved as to form

B. P. Waggener

Gen^l Solr, ^{Fun} Neb, Colo,

Section 3. This ordinance shall take effect and be in force from and after the time required by law from its passage, and its publication in the Garnett, Evening Review.

Passed and approved this 9th day of February A. D. 1914.

Attest,

J. S. Mitchell
City Clerk.

B. F. Acuff
Mayor.