

ORDINANCE NO. 316A

Introduced by Commissioner W. K. Bjorkman

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND AUDITOR AND POLICE JUDGE OF THE CITY OF WARRENTON TO EXECUTE AND DELIVER A CONTRACT WITH HAMMOND, A MUNICIPAL CORPORATION, FIXING AND DETERMINING THE RATES FOR THE DELIVERY OF SURPLUS WATER TO HAMMOND'S WATER USERS, SETTING UP CERTAIN TERMS AND CONDITIONS, GRANTING THE CITY OF WARRENTON THE RIGHT, PRIVILEGE AND EASEMENT OF USING THE STREETS OF HAMMOND FOR A WATER SYSTEM INCLUDING THE LAYING AND MAINTAINING OF WATER MAINS AND WATER PIPES AND DECLARING AN EMERGENCY:

WHEREAS, the City of Warrenton has been supplying surplus water to the water users of Hammond, and

WHEREAS, the Contract with Hammond, a municipal corporation, has expired and,

WHEREAS, it is necessary that a new written contract be entered into between the City of Warrenton and Hammond, a municipal corporation,

NOW THEREFORE, THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Auditor and Police Judge of the City of Warrenton be and they are hereby ordered and directed to execute a written contract with Hammond, a municipal corporation, fixing and determining the rates to be paid by the water users of Hammond for the delivery of surplus water to said water users, setting up certain terms and conditions for delivery of said water, granting the City of Warrenton the right, privilege and easement of using the streets of Hammond for a water system, including the laying and maintaining of water mains and water pipes, and other matters relative thereto, in accordance with a certain Contract, copy of which is attached hereto and by reference thereto is hereby made a part of this Ordinance.

Section 2. That inasmuch as this Ordinance is necessary for the immediate preservation of the health, peace and safety of the City of Warrenton in that there is no written contract between the City of Warrenton and Hammond, a municipal corporation, for the delivery of surplus water to Hammond, and the City of Warrenton should have the right to use the streets of Hammond, a municipal corporation for furnishing surplus water to Hammond's water users by virtue of a written Contract granting said privilege and easement and that the City of Warrenton needs the water revenue to operate its water system and the rates are set forth in this contract, an emergency is hereby declared to exist and this Ordinance shall be deemed in full force and effect from and after its passage by the Commission and approval by the Mayor.

Passed by the Commission of the City of Warrenton this 15th day of December, 1952.

Approved by the Mayor of the City of Warrenton this 15th day of December, 1952.

J. M. Wilson
Mayor

ATTEST:

E. R. Baldwin
Auditor and Police Judge

WATER AGREEMENT

THIS AGREEMENT, Made and entered into this 4th day of December, 1958 by and between the CITY OF WARRENTON, a municipal corporation, hereinafter designated as the first party, and HAMMOND, formerly known as New Astoria, a municipal corporation, hereinafter designated as the second party,

W I T N E S S E T H

WHEREAS, the City of Warrenton is willing and desirous of selling to the citizens, residents and water users of Hammond, municipal water, and supplying them or any of them with water as long as there shall be surplus water and as long as said water users in Hammond comply with the rules and regulations of the Water Department of the City of Warrenton and the water ordinance or water ordinances of the City of Warrenton, and

WHEREAS, Hammond desires that its citizens, residents and water users be furnished with surplus water of the City of Warrenton,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS BY AND BETWEEN THE PARTIES HERETO IT IS AGREED:

1. That the City of Warrenton shall furnish surplus water to the citizens, residents and water users of Hammond through the Warrenton owned pipe line or pipe lines as now located in Hammond, with certain exceptions to be noted later.
2. That this Agreement shall run for a period of ten years with a right of renewal at the end of ten years, should it be mutually agreeable to both parties.
3. The water rates in Hammond shall be as follows:

SCHEDULE OF WATER RATES

<u>U. S. Gallons</u>	<u>Total</u>	<u>Hammond</u>	<u>Total</u>
first unit 2000 or part	4,000	\$1.50	\$1.50
second 2000 or part	4,000	1.00	2.50
third 2000 or part	6,000	.75	3.25
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per thousand			
next 4000	10,000	.75	6.25
next 30,000	40,000	.67½	26.50
next 60,000	60,000	.60	38.50
next 15,000	75,000	.52½	46.37
next 10,000	85,000	.45	50.87
next 5,000	90,000	.37½	52.74
next 5,000	95,000	.30	54.24
next 5,000	100,000	.22½	55.36

Minimum charge on flat rate \$2.50. Hammond agrees that its citizens, residents and water users shall be bound by the rules and regulations of the Water Department of the City of Warrenton and the water ordinance or ordinances of the City of Warrenton, including any future rules, regulations and ordinances. It is agreed between the two municipalities that Warrenton's water ordinance would make metering of the water users in Hammond mandatory and that any meters purchased by the citizens of Hammond shall be owned by them or their grantees, successors or assigns.

4. It is made a part of this Agreement that at any time during the life of this contract Hammond shall have the right to purchase and operate said water system upon payment to the City of Warrenton

of a fair value for the City of Warrenton's investment. Should there be a difference of opinion as to the fair value, it is agreed to arbitrate the matter by appointment of one member from each city to meet with a qualified hydraulic registered engineer, whose services will be paid one-half by each city, to establish a fair sale value.

5. It is agreed between both municipalities that the schedule of water meter rates and flat rates, if any, shall be effective until such time as economic conditions make it advisable for the City of Warrenton to change meter rates or water rates throughout the entire system, and at any time, upon giving due notice to Hammond, such justifiable rate change shall become effective and a part of this agreement.

6. It is understood, between both municipalities, however, that if for reasons beyond control of the City of Warrenton or because of a serious water shortage brought on by an increased growth in the City of Warrenton, Warrenton is unable to furnish water to water users in Hammond, no liability against the City of Warrenton shall exist should it become necessary to discontinue services outside the incorporated limits of the City of Warrenton, and it is further agreed that the Town of Hammond reserves the right at any time to furnish sufficient water supply to their users, in the event any shortage of water or insufficient pressure may exist in the Town of Hammond.

7. It is agreed that fire hydrants may be placed on the line at any time by written request of Hammond upon payment to the Warrenton Water Department for the cost of installation which cost shall include all labor, fittings and materials used. It is further agreed that there shall be no charge for water furnished these hydrants, but that all fire hydrants are to be used only for fire protection which shall include regular fire drills, but no other use whatsoever.

8. It is further understood and agreed between the parties hereto that only those water users in Hammond who apply to the City of Warrenton in writing for water and agree to conform to the rules, regulations and ordinances of the City of Warrenton for the use of water shall be furnished with water. It again being understood that this water will be only surplus water furnished to said water users.

9. It is agreed between said parties that where extensions of lines are requested by Hammond or its water users that said lines will be built only in an area having concentrated user potential and only if it can be shown that within a period of ten years an investment made by the City of Warrenton would pay for the original cost of improvement plus six per cent. per annum and in such cases the City of Warrenton may elect to make extensions at its own expense but is not bound to so do.

10. It is further understood and agreed that said pipe lines or extensions of pipe lines shall belong to the City of Warrenton.

11. In the event that Hammond purchases the water system of the City of Warrenton now in existence in Hammond and any improvements of said system such as extensions of lines or other improvements and pays for the system and the improvements, then Hammond shall install a master meter and pay for its water at rates to be negotiated between the two municipalities and then the Town of Hammond may operate its own water system, collecting water rentals making extensions and making whatever improvements the town feels is necessary.

12. Hammond agrees to and hereby grants to the City of Warrenton the right and privilege of laying and maintaining water mains and water pipes over, on and under all the streets, alleys, highways and public thoroughfares in Hammond and further grants a permanent easement over, on and under said streets, alleys, highways and public

thoroughfares for the purpose of laying, maintaining, constructing, reconstructing and repairing said existing water mains and water pipes and any future installed water mains and water pipes and including the right of making all necessary taps in connection with said water mains and water pipes and maintaining and repairing said necessary taps and connections.

13. The City of Warrenton agrees to do all of the work and to do said work in a workmanlike manner, using due caution to protect Hammond and its residents from carelessness for any unworkmanlike construction and agrees to and shall indemnify, keep and save harmless the Town of Hammond from all loss, claims, judgments, awards and costs which may in anywise come against said Town of Hammond due to the construction of any lines or replacements of present ones under this agreement by the City of Warrenton, provided that the Town of Hammond notify the City of Warrenton in writing within three days from the time any suit or action is filed against the Town of Hammond and Summons and Complaint or other process is served upon said Town of Hammond and further provided that the Town of Hammond notify the City of Warrenton in writing within three days from the time any claim or demand is made against the Town of Hammond and provided further that said damage, liability, loss, claims, or responsibility is not due to the fault or negligence of the Town of Hammond, its officers, or its agents.

14. It is agreed further between the parties hereto that no specific pressure is warranted, specified or agreed to be maintained by the City of Warrenton but that said city shall only be required to make a reasonable effort to maintain serviceable pressure to the pipe lines located in Hammond at all times.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their respective Mayors and attested by their respective Auditors and Police Judges by authority in them vested by ordinance duly and regularly passed by the respective Commission and Council of the parties hereto, directing and authorizing the execution hereof, copies of said Ordinances being attached hereto and made a part hereof.

CITY OF WARRENTON, A MUNICIPAL CORPORATION

By J. M. Autson
Mayor
Party of the First Part

ATTEST:
Emerson R. Baldwin

E. R. Baldwin
Auditor and Police Judge

HAMMOND, A MUNICIPAL CORPORATION

By J. H. Lockman
Mayor
Party of the Second Part

ATTEST:

Theresa Holstein
Auditor and Police Judge

ORDINANCE NO. _____

Introduced by Commissioner _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND AUDITOR AND POLICE JUDGE OF THE CITY OF WARRENTON TO EXECUTE AND DELIVER A CONTRACT WITH HAMMOND, A MUNICIPAL CORPORATION, FIXING AND DETERMINING THE RATES FOR THE DELIVERY OF SURPLUS WATER TO HAMMOND'S WATER USERS, SETTING UP CERTAIN TERMS AND CONDITIONS GRANTING THE CITY OF WARRENTON THE RIGHT, PRIVILEGE AND EASEMENT OF USING THE STREETS OF HAMMOND FOR A WATER SYSTEM INCLUDING THE LAYING AND MAINTAINING OF WATER MAINS AND WATER PIPES AND DECLARING AN EMERGENCY:

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WHEREAS, the Contract with Hammond, a municipal corporation, has expired and,

WHEREAS, it is necessary that a new written contract be entered into between the City of Warrenton and Hammond, a municipal corporation,

NOW THEREFORE, the CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

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Section 2. That inasmuch as this Ordinance is necessary for the immediate preservation of the health, peace and safety of the City of Warrenton in that there is no written contract between the City of Warrenton and Hammond, a municipal corporation, for the delivery of surplus water to Hammond, and the City of Warrenton should have the right to use the streets of Hammond, a

municipal corporation for furnishing surplus water to Hammond's water users by virtue of a written Contract granting said privilege and easement and that the City of Warrenton needs the water revenue to operate its water system and the rates are set forth in this contract, an emergency is hereby declared to exist and this Ordinance shall be deemed in full force and effect from and after its passage by the Commission and approval by the Mayor.

Passed by the Commission of the City of Warrenton this 15th day of December, 1952.

Approved by the Mayor of the City of Warrenton this 15th day of December, 1952.

ATTEST:

J. M. Wilson
Mayor

E. R. Baldwin
Auditor and Police Judge

COPY

ORDINANCE NO. _____

Introduced by Councilman Ellen Anderson

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND AUDITOR AND POLICE JUDGE OF HAMMOND TO MAKE, EXECUTE AND DELIVER A CONTRACT WITH THE CITY OF WARRENTON FIXING AND DETERMINING THE RATES FOR THE DELIVERY OF WATER TO HAMMOND'S WATER USERS, SETTING UP CERTAIN TERMS AND CONDITIONS, GRANTING THE RIGHT, PRIVILEGE AND EASEMENT OF USING STREETS OF HAMMOND FOR A WATER SYSTEM, INCLUDING LAYING AND MAINTAINING OF WATER MAINS AND WATER PIPES AND DECLARING AN EMERGENCY:

NOW THEREFORE THE TOWN OF HAMMOND DOES ORDAIN AS FOLLOWS:

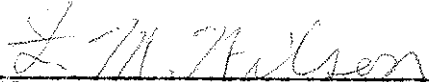
Section 1. That the Mayor and Auditor and Police Judge of Hammond be and they are hereby ordered and directed to execute a written contract with the City of Warrenton fixing and determining the rates to be paid by water users of Hammond for the delivery of surplus water to said water users, setting up certain terms and conditions for the delivery of said water, granting the right, privilege and easement of using streets of Hammond for a water system, including laying and maintaining of water mains and water pipes, in accordance with a certain Contract, copy of which is attached hereto and by reference thereto is hereby made a part of this Ordinance.

Section 2. That inasmuch as this Ordinance is necessary for the immediate preservation of the public health, peace and safety of Hammond and its residents, citizens and water users for the delivery of surplus water to said water users of Hammond, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage by the City Council of Hammond and its approval by the Mayor of the City of Hammond.

Passed by the City Council of the Town of Hammond this 4th day of December, 1952.

Approved by the Mayor of the Town of Hammond this 4th day of December, 1952.

J. H. Cochran



Mayor

ATTEST:
W. Holstein

Auditor and Police Judge