

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH THE WICHITA VALLEY RAILWAY COMPANY FOR THE FURNISHING OF WATER BY THE CITY OF ABILENE TO SAID RAILWAY COMPANY FOR A PERIOD OF TWO YEARS BEGINNING APRIL 1st., 1936, AT THE PRICE OF ~~15¢~~ PER THOUSAND GALLONS.

W h e r e a s, the Wichita Valley Railway Company has presented a contract to the City of Abilene, offering to take water from the city at 15¢ per 1,000 gallons, for a period of two years, beginning April 1st., 1936.

W h e r e a s, it appears to be to the best interest of the City of Abilene to furnish water to said railway company at 15¢ per thousand (1,000) gallons, in accordance with said contract a copy of which is attached hereto and made a part hereof that said contract be executed. Now, t h e r e f o r e,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF ABILENE, TEXAS

That the Mayor be and he is hereby authorized to execute the contract, a copy of which is attached heretoh and made a part hereof, to furnish water to the Wichita Valley Railway Company for a period of two years beginning April 1st., 1936 at the price of 15¢ per 1,000 gallons.

Approved this 6th. day of March.


Mayor

ATTEST:


City Secretary

Approved as to form before passage.


Corporate Counsel

STATE OF TEXAS X
COUNTY OF TAYLOR X

KNOW ALL MEN BY THESE PRESENTS:
is paying for water lines on
~~is the owner of and in possession of~~

THAT WHEREAS, E. W. Miller
those certain lots, tracts or parcels of land being described as follows:
Residential buildings located at
401 through 441 Larkin St.

AND WHEREAS, the said E. W. Miller desires to service all of
said houses with water ~~and sewer~~ lines and has agreed to pay for the installation
of same on a cost basis and the City of Abilene has agreed to reimburse the said
E. W. Miller in the manner and under the conditions as herein-
after more fully set forth:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That upon the execution and delivery hereof by the parties hereinabove
named, the said E. W. Miller and the City of Abilene shall be mutually
bound by the following covenants and stipulations:

1. The City of Abilene agrees to complete the installation of said water
~~and sewer~~ lines in accordance with existing regulations as prescribed by the City
Engineer and keep an accurate record of all money spent for labor and material in
connection with said installation.

2. Upon the completion of said installation, the said E. W. Miller
agrees to pay the City of Abilene the entire cost of said project.

3. The City of Abilene agrees to reimburse the said E. W. Miller
ninety percent (90%) of the total cost of said project by paying the said
semi-annually

E. W. Miller ~~each month~~ an amount equal to fifty percent (50%) of
the total revenues derived from water ~~and sewer~~ connections at the above described
houses until the entire ninety percent (90%) of the total cost has been refunded.
4. It is understood and agreed that the entire water and ~~sewer~~ system
hereinabove referred to shall be the property of the City of Abilene and that the
said E. W. Miller shall claim no title thereto nor exercise any right
of control over the alteration or extension of same.

5. The said E. W. Miller agrees to pay the City of
Abilene eighty percent (80%) of the estimated total cost of said project in ad-
vance, and to pay the balance due at the time of completion of said project. In
the event

variance between the estimated cost and the actual cost of said project,
appropriate adjustment shall be made at the time final payment is made.

EXECUTED IN DUPLICATE this 5th day of May A.D. 1950.

B. M. Miller.

THE CITY OF ABILENE

BY Hudson Smart
Hudson Smart, Mayor

ATTEST:

Sila Jean Martin
City Secretary