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ORDINANCE NO. 482.

N. Edmonds. water pipe line

An Ordinance authorizing and approving a certain contract by and between the North Edmonds Improvement Company, a corporation, and the City of Edmonds, relating to the construction, maintenance and supervision of a water pipe line connecting the North Edmonds district with the City's water supply system, to the supply of water to said line, to the collection of revenues and disposition of same, to the establishment of the North Edmonds Water Rental Fund, and to other matters in connection with the said pipe line.

The City Council of the City of Edmonds do ordain as follows:

SECTION 1: That there be, and there is, hereby authorized and approved a contract by and between the North Edmonds Improvement Company, a corporation, and the City of Edmonds, said Contract being in words, letters and figures, the following, towit:

AGREEMENT: This Agreement, made this 30th day of June 1932, by and between North Edmonds Improvement Company, a corporation, party of the first part, and the City of Edmonds, a municipal corporation, party of the second part,

Contract between N. Edmonds Imp. Co & City

WITNESSETH: Whereas, the first party desires to obtain for its members, and other persons it may designate, the use of water for domestic and irrigation purposes from the water system and water supply of the second party, and

WHEREAS, the second party is willing to furnish and supply the same to such parties upon the terms and conditions hereinafter mentioned.

NOW, THEREFORE, the parties hereto agree as follows:

1. The first party will construct, at its own cost and expense, subject to the approval of the City Council of Edmonds, a water main from the point of its intersection and connection with the water system of second party, along and over the route designated in the franchises therefor granted to the first party by the second party and the Board of County Commissioners of Snohomish County, Washington.

The estimated cost of said pipe line is four thousand ($4,000.00) Dollars, and said pipe line shall be constructed and laid solely at the cost and expense of the first party and the same shall be ready for use as soon as practicable.

Cost

2. The first party will issue its negotiable Bonds in an amount equal to the actual cost and expense of said construction in such number and denomination and redeemable at such times as the first party shall determine.

Bonds

Said Bonds shall bear interest at the rate of six percent. (6%) per annum and the interest thereon shall be paid semi-annually, and the said Bonds shall be retired in the manner hereinafter provided.

Interest

3. When said pipe line is laid, constructed and completed, and connected with the water system of the second party, the second party shall thereupon assume complete control of the operation and maintenance of said water main and system and shall make and apply all proper rules and regulations for the use of water supplied by and through such main in conformity with the rules and regulations in force for the inhabitants of the City of Edmonds applicable to suburban conditions.

Control on completion

4. The second party shall thereafter, and during the life of this Contract, supply water through said water main from its water system to present members of the first party, and to such other persons as the parties hereto may mutually designate and determine,

City agrees to furnish

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and shall charge and collect from all of such water users the same rates as are collected for similar service supplied to water users by the second party.

Revenue to be collected by City

5. All revenues for water service through said water main shall be collected by the second party and the same shall be placed and kept in a separate fund designated as the "North Edmonds Water Rental Fund". From this Fund there shall be paid from time to time the following:

Expenses

(1) All actual expenses incurred and made necessary by the second party in repairing and maintaining said pipe line.

servicing

(2) Ten percent (10%) of all collections made shall be paid to the second party as the agreed cost for pumping said water and expense incidental to reading of meters, collection of revenues and service of handling the accounts of said water users.

Percent to City

(3) One percent. (1%) of said collections shall be paid to the City of Edmonds to be applied to the gross revenue of its water system as part payment for furnishing and delivering said water.

Remainder in bank

(4) The remainder of said fund shall be deposited quarterly in the State Bank of Edmonds to be applied to the payment of interest on the Bonds hereinbefore referred to and to the redemption and retirement of said Bonds in the order in which they are issued as rapidly as the money available in said fund will permit.

normal amt furnished

6. It is understood and agreed that the second party is not required during the life of this Contract to furnish any particular amount of water, save and except that it will furnish the normal amount of water that flows through said main from its intersection at said point with the water pipe and system of said second party.

Meters

7. The second party agrees to install meters on the private lines of all users of water from said pipe line, collecting the cost and expense of such installation from the water users to whom said service is supplied.

transfer on completion

8. Upon the completion of said pipe line and acceptance by the second party, the first party will transfer and assign to the second party all Franchises obtained by it in connection with the installation and the laying of said water pipe lines referred to in paragraph one hereof.

Termination of agreement

9. At the termination of this agreement and upon the retirement and redemption of all outstanding Bonds issued as aforesaid the first party will convey to the second party all its right and interest in and to said water main; and when said Bonds have all been retired and all interest accruing thereon shall have been paid, the obligations of the parties under this agreement shall cease and determine and this contract terminate, save and except that thereafter the second party will continue to furnish water to the water users on said pipe line upon the same terms and under the same conditions as water is supplied to its other water users similarly situated.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in triplicate the day and year first above written.

NORTH EDMONDS IMPROVEMENT COMPANY,

By _____
President.

Party of the first part.

Signers

ATTEST: _____
Secretary.

CITY OF EDMONDS

By _____
Mayor.

Party of the second part.

ATTEST: _____
City Clerk.

SECTION 2: That the Mayor and City Clerk be, and they are, hereby authorized and directed to enter into said Contract immediately upon this Ordinance taking effect; and the several officers of the City of Edmonds are hereby authorized and directed to do all things necessary, well and truly to execute and carry out the provisions of this Contract on behalf of the City. Execution of contract

SECTION 3: That this Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

Introduced on the 7th day of June A.D.,1932.
Passed and approved this 21st day of June A.D.,1932. Passage

ATTEST: Geo.M.Leyda, City Clerk. F.A.Fourtner, Mayor.
Approved as to form:
C.H.Bienz - Alex McK. Vierhus
City Attorney.
Published June 24th, 1932
I hereby certify that the above and foregoing is a true and correct copy of Ordinance No.482 of the City of Edmonds, Wash.
Geo.M.Leyda, City Clerk.

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