

ORDINANCE NO. 54-O-054

AN ORDINANCE DIRECTING AND AUTHORIZING THE MAYOR AND RECORDER, UPON BEHALF OF THE CITY OF BROOKINGS, TO ENTER INTO AND EXECUTE A WRITTEN CONTRACT BY AND BETWEEN THE CITY AND THE BROOKINGS WATER COMPANY FOR THE INSTALLATION OF HYDRANTS AND THE SUPPLY OF WATER THERETO FOR THE PURPOSE OF FIRE PROTECTION WITHIN THE LIMITS OF THE CITY. [Effective February 9, 1993]

[See Ordinance No. 54-O-054 in its entirety in original ordinance books]

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Sections:

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| Section 1. | Authorization to execute written contract. |
| Section 2. | Contract description. |
| Section 3. | Contract provisions. |
| Section 4. | [Emergency clause] |

The City of Brookings ordains as follows:

Section 1. Authorization to execute written contract. The Mayor and the Recorder of the City of Brookings are hereby directed and authorized, in their official capacity, upon behalf of the City to enter into and execute a written contract by and between the city and the Brookings Water Company for the installation of hydrants by the Company and the supply of water thereto by the Company for the purpose of fire protection within the corporate limits of the City.

Section 2. Contract description. That the contract which the Mayor and Recorder are hereby directed and authorized to execute is that certain written contract heretofore proposed and offered by the Brookings Water Company to the City, covering the installation of hydrants and the supply of water thereto by the Company and providing a rate of payment to be made by the City to the Company for such service, which said written contract has been presented the Council and by it considered and approved and accepted upon behalf of the City.

Section 3. Contract provisions. It is hereby declared that, within the term, conditions, provisions and agreements contained in the aforesaid written contract the City expressly limits its liability and obligation therein contained to that of a customer of the Company upon the same and identical basis as that of any other customer of the Company and that no right of franchise, either expressed or implied, is granted to the Brookings Water Company within the said written contract nor shall any right of franchise; at any time or in any manner or degree whatsoever, now or at any time hereafter, under the term, conditions, provisions and agreements to be kept by the City as set forth in said written contract; grow out of or arise in favor of the Brookings Water Company as a Public Utility operating within the corporate limits of the City of Brookings or in any other capacity.

Section 4. [Emergency clause]

Effective February 9, 1954