

Lufkin Texas Jan'y 27th 1904

The City Council of the City of Lufkin met in call session with the following present & acting
Am. Deussen Mayor
C. N. Amason Sec'y
R. P. Ashman Alderman
J. W. Margent "
W. D. Price "

The Purpose of the meeting was to ~~make~~ ^{enter into} contract with John L. Phillips and associates in reference to water, to be used by an Ice Factory, the following ordinance was passed by unanimous vote of those present, on motion made by Alderman Price & Sec'y Margent,

Whereas the City of Lufkin is desirous of making & entering into a certain contract with John L. Phillips and associates wherein it agrees to furnish to said Phillips and associates or their assigns, water at a fixed price of four cents per one thousand gallons for a period of five years a copy of which said proposed contract is as follows: - - -

The State of Texas }
County of Angelina } Know all men by these presents that whereas John L. Phillips, Chas. W. Mey, F. W. Maddox, C. N. Dawley, Jas. N. Amason, E. J. Mantooth and others have associated themselves together for the purpose of constructing & operating an Ice Manufacturing Plant in the City of Lufkin in said Angelina Co Texas, proposing at some future date

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to organize a corporation under the laws of the state of Texas for the Manufacture & sale of Ice, Now, therefore, the said city of Lupkin hereby contracts & agrees with said Phillips, Meloy, Madden, Dawley, Humason, Maudsok & others, that it will furnish & deliver at & to said Ice Mfg. Plant a maximum amount of one hundred and twenty five thousand (120,000) Gallons of water from its Water Works system per day of twenty four hours for & in consideration of which said Phillips & associates, or their assigns, as hereinafter provided, agree and contract to pay to said city of Lupkin the sum of five cents per one thousand (1000) Gallons of water so furnished & delivered.

It is further understood and agreed that said Phillips & associates or their assigns shall furnish at their own expense the necessary piping and shall do, at their own expense, all the work necessary to make connection with the Water mains of said Water Works system and shall also furnish & put in at their own expense a Meter by which to measure the amount of water so delivered by said City of Lupkin. Settlement for all water used by said Phillips & Associates or their assigns to be made on the 15th day of each month and to the amount registered by said meter, provided however that said Phillips & associates or their assigns do not by this contract bind

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Thousands to take or use any
 any specified quantity of water
 per day, or per month or per year.
 It is further agreed & understood
 by the parties hereto that in case
~~of~~ from some unforeseen
 accident or condition in connection
 with its water works system, said
 City of Lupkin should be temporarily
 unable to furnish under this contract
 any of the water required by said
 Phillips & associates or their
 assigns that no damages are
 to be claimed by said
 Phillips & associates or their assigns
 by reason thereof.

It is further understood & agreed
 between the parties ~~to~~ this contract
 that in case at any time the water
 supply in the City Reservoir decreases
 to such an extent that the supply
 will not exceed the demands
 of the City of Lupkin for Fire &
 Household purposes, then in
 that case the City reserves the
 right to discontinue furnishing
 said Phillips & associates or
 their assigns any water whatever
 until such time that the City may
 find that the water supply is
 so increased that they can
 with safety resume the furnishing
 of water to said Phillips & associates
 or assigns, provided that when
 the City may find it necessary to
 discontinue furnishing water under
 this contract, it hereby agrees

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at the same time, to discontinue
 furnishing water to any & all large
 consumers of water without
 prejudice to any one consumer
 excepting the Electric Light Plant
 It being hereby understood &
 agreed that the said Phillips &
 associates or assigns are to
 keep in repair their water pipes
 so as to prevent the leakage or
 coast of water and in case they
 so fail to do then the city is
 hereby given & granted the power
 to repair same & charge the expense
 of same to said Phillips, & associates
 or their assigns, any such amount
 to be collected on the 15th of
 the month following such repair
 It is further understood & agreed
 that by & between the parties hereto
 that this contract together with all
 the rights, privileges & obligations of
 same is assignable by said
 Phillips & associates to the aforesaid
 corporation, when same shall
 have been organized & chartered,
 this contract to be valid binding
 upon all parties hereto or their
 assigns for a period of three years
 from the date hereof

Signed in duplicate this the 28th day of January 1904

A. M. Sherman
 Mayor
 Leppin

attest
 C. J. Finnan
 Secretary City of Leppin

J. Phillips
 for him self & associates

