



## WATER SERVICE AGREEMENT

This agreement by and between Ruffin PropertiesP. O. Box 17087, 67217

hereinafter referred to as the "Owner", and the City of Wichita Department of Water and Water Pollution Control, hereinafter referred to as the "City", for the construction, operation, and maintenance of waterworks improvements in the following area: **Rear of shopping center addressed as 240 South West Street, to be served off Illinois St.**

## THE OWNER AGREES:

1. To construct, operate, maintain and repair all water mains, service lines, meter sets and boxes, and appurtenances, except water meters, which are located on property belonging to the Owner, which facilities are hereinafter referred to as the "Owner's system".
2. To construct the waterworks improvements and any modifications thereto in accordance with codes and regulations set forth by the City, to submit to the City a complete set of plans and specifications for the City's approval, prior to construction of the system or any modifications.
3. To pay as an agreed cost, a connection fee to connect the Owner's system with the City's system, the sum of \* \$1,100.00.
4. To be fully responsible for operation and maintenance of the Owner's system, and to hold the City harmless of and from any claim or legal action against the City or the Owner arising from the construction, operation, maintenance, or failure of the water system of the Owner.

## THE CITY AGREES:

1. To furnish potable treated water, meeting applicable quality standards

\* Prepaid by Lefler, Inc.

of the Kansas Department of Health and Environment, to the Owner's system. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophe shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service. Such interruption shall give rise to no claim against the City.

2. To furnish, install, operate and maintain the necessary meters for each customer which is connected to the Owner's system, and to provide service to each customer in accordance with the regulations of the City.
3. To operate at all times its system in an efficient manner and take such action as may be necessary to furnish the Owner's system with the quantities of water required. Temporary or partial failures to deliver water shall be remedied with all possible dispatch.

IT IS MUTUALLY AGREED:

1. In the event that it is necessary to temporarily stop the flow of water into the Owner's system due to the need of the Owner to make repairs on said system, authorized representatives of the Owner shall be permitted to shut off the water supply by use of the valve located at the junction of the Owner's system and the City's system. In the event that such discontinuation of service is necessary, the Owner shall notify the City of the period during which the water supply was discontinued and the purpose for said discontinuation.
2. The City will have the right to shut off the water supply to the Owner's system if, in the opinion of the City, the Kansas Department of Health and Environment, or the City-County Department of Community Health, conditions exist which might lead to the contamination of the public water supply, a safety hazard, obstruction of the City's access, or excessive loss of water, and may continue to refuse delivery of water

until the condition has been remedied to the satisfaction of the City, Kansas Department, or City-County Department.

- 3. The City shall have unobstructed access to all water meters, sets, and boxes connected to the Owner's system, for the purposes of reading, repairing, removing, testing, or installing water meters, to turn water supply on or off at the meter set, and to perform other actions necessary in the course of servicing water customers.
- 4. In the event of any occurrence rendering the Owner incapable of performing under this contract, any successor of the Owner, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the Owner.
- 5. This agreement shall continue in force until such time as either the Owner or the City shall give notice to the other of its desire to terminate this agreement; whereupon this agreement shall expire after 60 days if no agreement is reached to keep it in force.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on this 7th day of JANUARY, 1985.

APPROVED:

John Dekker  
John Dekker, Director of Law

CITY:

BY [Signature]  
Director of Water and Water  
Pollution Control

ATTEST:

[Signature]  
City Clerk

OWNER: Ruffin Properties  
P. O. Box 17087, 67217

By [Signature]

ATTEST:

[Signature]  
Notary Public

MOVITA R. FORRESTER  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 3-23-87