

LAWS AND ORDINANCES

OF THE

CITY OF PEORIA
ILLINOIS *C*

REVISED AND EDITED BY

WILBERT I. SLEMMONS, ISRAEL C. PINKNEY

AND

DANIEL F. RAUM

AND

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AN ORDINANCE, for an improved, enlarged and extended system of Water Works, for the city of Peoria, Illinois, and its inhabitants, and to supply them with water for all public and private purposes, and to sell to JOHN F. MOFFETT, HENRY C. HODGKINS, JOHN V. CLARKE, and CHARLES T. MOFFETT, doing business under the firm name of MOFFETT, HODGKINS & CLARKE, of Watertown, N. Y., the present existing system of water works of the city of Peoria, as an entirety, and granting to the said Moffett, Hodgkins & Clarke the franchise and license to rebuild, enlarge and extend the present system of water works, and to construct, maintain and operate as a whole, the new, improved, enlarged and extended system of water works, in, near and for the said city of Peoria, and contracting with the said Moffett, Hodgkins & Clarke for water for fire protection and other public uses for the city of Peoria, and granting to the said Moffett, Hodgkins & Clarke the right and license to furnish, deliver and sell water to the inhabitants of the city of Peoria, and reserving to the said city of Peoria the right to purchase the said water works system, after its enlargement, improvement and extension, all as hereinafter provided for. [As amended by ordinances passed July 23, 1889, and August 5, 1890.

2120. Proposition for Sale of Water Works.] § 1.
That the city of Peoria, Illinois, will, in case the conditions herein specified shall have been first fully complied with, viz: the development of the proposed source of water supply to

the satisfaction of the city council, the procuring a satisfactory title to the real estate upon which the new reservoir, stand pipes, etc., are to be located, so as to be able to execute satisfactory security as herein required, upon or before the first day of August, A. D. 1889, sell and deliver to John F. Moffett, Henry C. Hodgkins, John V. Clarke and Charles T. Moffett, doing business under the firm name of Moffett, Hodgkins & Clarke, of Watertown, N. Y., their associates, successors, or assigns, hereinafter called grantees, the present existing system of water works, of the city of Peoria, including thereunder, all of the real estate of the said city now devoted to and used for the purpose of the pumping station, source of supply, filter galleries, pumps, wells, inlet pipes and other uses, meaning hereby to include all the following described real estate bordering upon the Illinois river, beginning on the lower side of the ferry road 790 feet S. $53^{\circ} 8'$ E. from the C. R. I. & P. railroad right of way. Thence at right angle with said ferry road 250 feet. Thence parallel with said ferry road to the Illinois river. Thence meandering north up along the west bank of said Illinois river to the lower line of said ferry road. Thence along the lower line of said ferry road to the place of beginning. Also one other tract of land above and adjoining said ferry road, beginning at a point 1340 feet S. $53^{\circ} 8'$ E. from the C. R. I. & P. railroad right of way. Thence S. $69^{\circ} 30'$ E. 60 feet. Thence N. $87^{\circ} 35'$ E. to the Illinois river. Thence along the Illinois river to a point intersecting the upper line of said ferry road. Thence along the upper line of said ferry road to the place of beginning. All being a part of section No. 2, in township 8 N. of range 8, east of the 4th Principal Meridian, together with all the buildings thereon, and the machinery, tools and fixtures contained therein, and now used and devoted to the water works system of the city. Also all and entire the pipe distribution system of the city leading from the said pumping station, to, into, through, along and under the streets, ways,

bridges and public lands of the city of Peoria, together with all the special castings, gates, hydrants, blow offs, connections, appurtenances and fixtures in, and all things pertaining thereto, which have been, are now, or may be, prior to the said first day of August, A. D. 1889, employed in, or used as a part of, or in connection with the present pipe distribution system of the said water works, also the pipes, special castings, gates, hydrants, and any and all other stock, material and tools of whatsoever nature, purchased for, and intended to be used for, or in connection with, or as a part of, or in the maintenance of the said system of water works, whether in connection with its supply, pumping system, distribution, maintenance, or general business of operating said system of water works; excepting one horse and wagon and all fixtures and appurtenances belonging to the office of the collector of water rates; giving to the said grantees the right to enter upon the workhouse enclosure and grounds and to remove the pipes therein laid, where the same can be done without injury to the workhouse buildings.

And from and after the sale and delivery of the present water works system to the said grantees, the said city of Peoria shall be relieved from any and all expense, of whatsoever name or nature, in connection with the maintenance and operation of said system of water works, but the city of Peoria shall not be relieved from the payment or settlement of all outstanding bills or claims, of whatsoever name or nature, that were incurred by the city of Peoria in connection with the maintenance and operation of the said system of water works, at any time prior to the sale and delivery.

And the said city of Peoria shall have the right to collect and retain any and all rates for water or service supplied by the said system of water works, prior to the said sale and delivery, whether the same shall have been paid or not. And the grantees shall have the right to charge and collect all

water rates which may be due and payable for water and service furnished or delivered from and after said sale and delivery.

2121. Securities.] § 2. At the time of the conveyance and delivery by the city of Peoria to grantees of the present water works system as herein described, and as the consideration therefor, the grantees shall assume the payment and satisfaction, according to their terms, the principal of the water bonds of the city of Peoria, now outstanding, to the amount of four hundred and fifty thousand dollars (\$450,000), which bonds are as follows, that is to say: Thirty-three (33) one thousand dollar (\$1,000.00) bonds bearing six per cent. interest, due August first, A. D. 1889; one hundred and eight (108) one thousand dollar (\$1,000.00) bonds, bearing seven per cent. interest, due April first, A. D. 1890; twelve (12) one thousand dollar (\$1,000.00) bonds, bearing seven per cent. interest, due August first, A. D. 1890; two (2) one thousand dollar (\$1,000.00) bonds, bearing seven per cent. interest, due April first, A. D. 1891; fifty (50) one thousand dollar (\$1,000.00) bonds, bearing seven per cent. interest, due May fifteenth, A. D. 1899; fifty (50) one thousand dollar (\$1,000.00) bonds, bearing five per cent. interest, due May fifteenth, A. D. 1901; one hundred and ninety-five (195) one thousand dollar (\$1,000.00) bonds, bearing four and one-half ($4\frac{1}{2}$) per cent. interest, due June first, A. D. 1908; said bonds to be paid, taken up and canceled by grantees and surrendered to the clerk of the city of Peoria so canceled within thirty (30) days after the same mature and are presented for payment according to their terms. And the undertaking by said grantees to pay said city's water bonds and to perform the other conditions in this section imposed upon and assumed by grantees shall be secured by them or by their heirs, associates, successors or assigns, as the case may be, at the time of making of said conveyance and agreement in the following manner, viz:

They shall give, or cause to be given, two two hundred and

twenty-five thousand dollars (\$225,000.00) non-negotiable money bonds of even date with the deed of transfer hereunder, to the city of Peoria, the first bond maturing nineteen (19) years after the date of the deed of transfer hereunder, the other bond maturing thirty years after the date of said deed, neither of said bonds to bear interest; these bonds shall be delivered by grantees to the city of Peoria and the same shall be copied into the city records of said city by the clerk of said city, and in case of the loss of the original a duly certified copy made and certified to by said clerk, or any clerk succeeding him in his office, shall be accepted and used as evidence in any matter or suit wherein the terms of said bond shall become material to be known. Said bonds shall be held by said city of Peoria as security for the performance by grantees of the undertakings of grantees hereunder, namely, to pay the principal of said city's outstanding water bonds less any credits which grantees may be entitled to have set off against said water bonds as provided for in this ordinance, to furnish a sufficient quantity of clear and wholesome water for all public and private uses as provided for in this ordinance and at rates to the city of Peoria, not to exceed the maximum rates fixed therein to secure any judgment at law which may be obtained by the city of Peoria against grantees, and that said grantees will reconvey the water works property free of any and all incumbrances, as herein provided for, in case of repurchase by the city of Peoria, and to renew their contract with the said city of Peoria at the expiration of said period of thirty years (in case the said city of Peoria does not repurchase) at not to exceed the rates both public and private herein provided for. The payment of said two hundred and twenty-five thousand dollar (\$225,000.00) bonds, shall be secured by a good and sufficient first mortgage or deed of trust which shall be given by said grantees, their heirs, associates, successors or assigns, either to the city of Peoria or to a trustee or trustees, at the option of the city council convey-

ing all of the said present water works property and real estate hereinbefore described as being sold and conveyed to said grantees together with the real estate upon which the reservoirs, stand pipes, pumping station or stations, both old and new, and the real estate upon which may be located the proposed source of water supply for said new system (all of which real estate shall have been previously purchased by grantees and paid for in full), and said mortgage or trust deed shall cover all improvements and betterments thereafter made on said real estate and all grantees' property, real and personal, owned at the time or thereafter acquired by said grantees, their associates, successors or assigns, connected with the said water works system or used as a part thereof; and said mortgage or trust deed shall contain provisions covering the foregoing specifications of the purposes for which said bonds are to be held as security by the city of Peoria, and further providing that in case of the failure of the grantees to comply with any and all of the conditions in said mortgage at any time within the said thirty (30) years that said bonds or either of them may be declared by the city council of the city of Peoria to be due and payable because of such failure of grantees, and shall contain a further provision that in case said bonds or either of them shall be declared to be due by said city council that said mortgage may be immediately foreclosed notwithstanding said bond or bonds shall not have matured according to its or their terms; and said bond or bonds and mortgage or trust deed shall be construed together as one contract except that the terms of the mortgage or trust deed with respect to the declaration by the council making such bond or bonds at once due and payable shall prevail over the terms of the bond or bonds with reference to its or their maturity:

Said mortgage or trust deed shall further provide that in case of a foreclosure or an attempted foreclosure by the city of Peoria for an alleged failure of the grantees to comply with their contract or with any portion thereof, the question of the

breach thereof by said grantees as alleged by said city council shall be submitted to the court in which said foreclosure proceedings may be instituted and if such court shall find that there has been a default as declared by said city council such court shall then award to said city of Peoria all damages sustained by it which may have been caused by such failure of grantees.

And such bonds and mortgage or trust deed shall remain in force and stand as security until the end of said periods of nineteen and thirty years respectively and until said grantees shall have fully complied with the undertakings for which the same stands as security, but in case grantees shall preserve and keep all the said conditions and shall pay said outstanding water bonds as herein provided for, then said bond first maturing shall be cancelled at the date of its maturity and returned to said grantees, and in case the said grantees shall have observed its contract up to the time of the maturity of said thirty year bond then said bond shall also be cancelled and surrendered to grantees, and said mortgage or trust deed on said property shall be then released, otherwise the same shall stand until said undertakings shall have been complied with. No other bonds of any kind, nor indebtedness of any kind, to any person or corporation other than the city of Peoria shall be secured by said first mortgage, nor shall there be any indebtedness of any kind or nature for any purpose whatever contracted or incurred by said grantees, that will interfere in any way with said city's first lien on all the property of grantees, for the amount of the city's bonded indebtedness assumed to be paid by grantees hereunder and for the damages accruing to the said city, if any, by reason of grantees failure, at any time to keep and perform their agreements hereunder, nor that will interfere with said city's right to repurchase said water works system and take possession of the same as hereinafter provided for entirely free from the lien of

incumbrances and indebtedness incurred or made by said grantees during their possession of the same.

And said grantees shall further execute and deliver to the said city of Peoria a good and sufficient bond with local security to be approved by the city council of said city of Peoria in the penal sum of two hundred thousand dollars (\$200,000), conditioned for the payment, satisfaction and cancellation (and surrender to the city of Peoria of said bonds when so cancelled) of the principal of all the before described water bonds of said city of Peoria less credits, if any, which grantees may be entitled to have thereon, which become due and payable during the life of said bond, said water bonds to be paid and cancelled within thirty days respectively after they mature and are presented for payment; and said bond shall be further conditioned for the completion of said water works system in accordance with the requirements herein specified therefor and for the payment of all damages, and for the performance of all the undertakings, assumed by said grantees in accepting this ordinance and contracting hereunder; and for the satisfaction of all mechanics' liens and other liens incident to the construction of said water works properties; which bond shall cover a period of three years (3 years) from its date, at the expiration of which time, if there shall have been no breach of the conditions thereof, it shall be cancelled and returned to said grantees and the sureties thereon shall be discharged. The securities in this section required to be given by said grantees shall be approved and accepted by the city council of the city of Peoria before the said city conveys its property to the grantees hereunder.

2122. System—Completion of.] § 3. The grantees shall take possession of the present existing system of water works immediately after the sample of water and source of supply shall have been approved and accepted by the said city council, and the bonds and conveyances herein required to be mutually executed and exchanged shall have been executed

and delivered, and thereafter, continuously, during the existence of this franchise, they shall maintain and operate the same at first as in their present condition, and afterwards as in their new, improved, enlarged and extended condition, as herein provided for. These improvements, enlargements and extensions shall be commenced within a reasonable time, prosecuted with all due diligence, and be completed on or before two years from the date of the passage hereof. *Provided*, that if said grantees are delayed by injunction, strikes, or by order of the courts, the time for completion shall be extended for the loss of time so occasioned.

2123. Streets — Use of.] § 4. And the said city of Peoria hereby grants this franchise and license to the said grantees, for and during the term of thirty years from the sale and delivery of the present water works system, subject only to the right of purchase and conditions herein provided, and also the right to operate the said present system of water works, and to enlarge, extend, improve, maintain and operate the same in, near and for the said city of Peoria, for supplying the city of Peoria and its inhabitants, and those in its immediate vicinity, with water for public and private uses, and to use within the present and future limits of the city of Peoria, subject to the restrictions, limitations, and in the manner herein provided, the streets, alleys and other public ways or lands, for the purpose of laying, taking up, repairing, or otherwise maintaining and operating mains, pipes, hydrants and other appurtenances.

2124. System.] § 5. The system of water works which is to be built, under the requirements of this ordinance, shall be what is known as the combined "Direct Pumping and Reservoir System," and shall comprise substantially the following: 1st. An adequate supply. 2d. Sufficient storage. 3d. A large, commodious, stone, brick and iron pumping sta-

tion. 4th. Sufficient pumping machinery. 5th. A suitable pipe distribution system. 6th. Suitable distributing reservoirs.

2125. Supply.] § 6. The water to be furnished under this ordinance shall be clear and wholesome, of such standard of purity as shall be approved by the city council, and shall be ample for all the wants of the city of Peoria, both for public and private uses, as well as for fire protection. Said supply shall be increased from time to time as the growth of the city may demand. The grantees shall, within thirty days after the passage of this ordinance, file with the city clerk their written agreement to fully contract with the city of Peoria according to the terms of this ordinance on or before August first, 1889, if they can first procure water satisfactory to the council as herein provided; and that they will give the securities required of them, and finally accept under this ordinance and contract with the city of Peoria, and they shall immediately upon the passage of this ordinance proceed, at their own expense, to investigate the source or sources of water supply, and shall report to the city council without unnecessary delay, and not later than ninety days thereafter, the results of their investigations, together with samples of water of the quality and kind the grantees propose to furnish said city. Whereupon said city shall submit the samples so furnished to such tests and examinations as the city council shall deem proper, and shall also examine the location of the proposed source of supply.

Before the present water works are conveyed to the said grantees the city council shall accept or reject the proposed water supply, and until said city council shall approve and accept of a new water supply, said present water works system shall not be conveyed to said grantees; but if grantees shall fail to procure water satisfactory to said council by the first day of August, 1889, then this ordinance may be repealed.

The city council shall have the right to examine from time to time the quality of the water supplied, and the grantees agree to maintain and furnish during the continuance of this franchise, water of as good or better quality than that of the sample originally furnished and accepted by said city, and said grantees agree to maintain and keep said source of water supply in the best possible state of purity, and to take every possible precaution to protect the same from contamination or pollution from any source whatever. In no case is the supply of water to be taken from the Illinois river, nor from a location that would be subject to drainage from any cemetery. Said location of water supply shall be north or northeast from the northern part of city limits.

It is expressly understood and agreed by and between the parties hereto that in case said grantees shall fail to comply with the provisions of this section requiring said grantees to supply the inhabitants of the city of Peoria with clear and wholesome water, said grantees shall thereby forfeit to the city of Peoria the sum of one hundred and twenty-five dollars (\$125.00) per day for each and every day they shall fail for any reason to supply such clear and wholesome water as aforesaid; *provided*, that the city council of the city of Peoria shall first cause to be given to said grantees through any officer of said company, or agent in charge of said company's business in the city of Peoria, fifteen day's notice that said water has been pronounced impure and unwholesome and not up to the standard prescribed by the said city council. The said amount to be recoverable of and from said company in an action of debt by and in the name of the city of Peoria.

2126. Storage.] § 7. The grantees shall provide sufficient wells, reservoirs, or storage basins, near or adjacent to the source or sources of supply, so as to insure a storage capacity sufficient to supply the maximum amount of water that may be required for fire protection, and other purposes, during any

conflagration likely to occur in the city of Peoria, and this shall be independent of, and in addition to, any reservoirs which may be used as, or for, distributing reservoirs.

2127. Pumping Station.] § 8. The pumping station buildings shall be of modern construction, of neat and ornamental design, well and thoroughly built and finished, of stone and brick, with iron truss roof, slated and be practically fire proof structures. They shall be of ample size to accommodate the pumping machinery hereinafter specified, and so arranged and planned that additions thereto can be made when necessary without impairing their use or efficiency during the time said additions are being made. There may be one structure with suitable sub-divisions, or may be in two or more detached buildings, as may hereafter be deemed best and expedient.

2128. Pumping Machinery.] § 9. The pumping machinery shall be large, modern and first-class in all respects, and shall consist of three compound, condensing, duplex, pumping engines, each one of which shall be capable of pumping not less than seven million, two hundred thousand United States gallons each per twenty-four hours, at a piston speed of not exceeding one hundred and forty feet per minute, against a water pressure of one hundred and eighty pounds to the square inch.

Each of these engines shall be first-class in every respect, and shall be constructed in the most modern and improved manner, by first-class, reputable manufacturers.

Each of these engines shall be so proportioned, arranged and built as to be able to develop a duty of at least one hundred million foot pounds with one thousand pounds of steam, each engine to have air pumps and condensers, suitable to maintain a high vacuum when working at their maximum capacity; each engine shall be erected and set up on independent suitable foundations, and be connected with the supply and discharge pipe systems, so that any or all may be run at

any time. All exposed working parts of these engines shall be highly finished, and the entire steam ends shall be neatly and tastefully lagged with hard wood, secured and ornamented with polished or metal clamps or screws. Each engine shall have its own set of gauges, which shall include two vacuum, two steam, and one discharge ordinary pressure gauge. There shall also be a standard steam indicator, and permanent standards and connections for each engine to permit the attaching of indicators and the taking of indicator cards and also one water and one steam recording pressure gauge; there shall also be attached to each engine a suitable number of high grade thermometers to indicate the temperature of the water in the suction and discharge pipes, also the temperature of the steam in both the high and low pressure cylinders in the exhaust and also the temperature of the overflow or discharge water from the condensers.

In addition to the hereinbefore detailed main pumping engines, there shall be a suitable number in duplicate of boiler feed pumps and feed water heaters and all the usual connections, special fittings, appurtenances or fixtures necessary to make the entire pumping plant complete, modern and first-class in all respects.

The power to operate this pumping machinery shall be provided by three batteries of two or more boilers each, the whole to be of such power as to easily furnish the steam necessary to operate the machinery at its full capacity; these three batteries are to be so set and connected that either can supply steam to either or all pumping engines at the same time; each of these boilers shall be made of the best boiler steel, in the most thorough and workmanlike manner. Each boiler shall be provided with all appurtenances necessary to make the boiler plant a most complete and efficient and first-class one in all respects. And the said grantees shall keep both the boilers and the pumping engines in constant

and first-class repair, during the life of this ordinance, and increase the same from time to time as may be necessary to fully supply the city of Peoria and its inhabitants.

Said grantees shall, at their own expense, maintain telephone communications with the police and fire departments of the city of Peoria, and also with the public telephone system, and also construct and maintain in good working order an electric fire alarm bell in the pump house, which shall be connected with any fire alarm system which is or may hereafter be in use in said city. [As amended August 5, 1890.]

2129. Pipe Distribution System.] § 10. There shall be in all, including the pipe now laid and to be laid, seventy-five (75) miles of cast iron water pipes within the limits of said city, provided with all the usual and necessary special castings, gates, hydrants, etc., as hereinafter specified. Said seventy-five miles shall be street measurement, only one pipe to be measured on one street, hydrant connections not to be measured. And on completion of said seventy-five miles of pipes there shall not be more than twenty-three miles of six-inch pipe, nor more than seventeen miles of four-inch pipe.

Leading into the city, from the pumping station to the reservoir, and as far as the county court house square, there shall be a thirty-inch pipe; from this point to the lower and upper corporate limits of the city, a twenty-four-inch pipe or its equivalent pipes, in not more than two mains, and leading from these mains shall be other pipes of suitable diameters, so arranged, as regards cross supplies or feeds, as to fully supply all the different portions of the city with a sufficient quantity of water, under sufficient pressure, to fully meet the herein detailed requirements for fire protection service.

The city shall, by resolution, locate within sixty days after the receipt of a written request from the grantees to so locate, the said seventy-five miles of pipe, in such streets, public ways and public lands of the city, as required by this ordinance, and the grantees shall submit to the city a map and plan of the

city showing such a pipe system as they would suggest to serve as a basis for the city to use in making their final location. Said map and plan shall be filed in the office of the city clerk and shall thereafter be left in said office.

In case the city shall fail to locate the said pipes within the said sixty days, then the grantees may locate the same, and such location shall fulfill the requirements of this ordinance as to location.

In furnishing and laying this seventy-five miles of pipe distribution system, the present existing pipe system may be used, subject to limitations herein contained, as may be deemed most expedient by the grantees, so as to form a part of the whole system when completed; but in laying the new additional pipes, or in relaying or removing the present existing pipes, care shall be taken to maintain, as far as possible, an uninterrupted supply to so much of the city as is at present served by the existing distribution. All pipes and special castings used in connection with this work shall be of first class standard manufacture and be accompanied by an inspector's certificate that they have successfully withstood, at their place of manufacture, a hydrostatic test pressure of 300 pounds to the square inch; and after having been laid and connected in the ground they shall be subject to and withstand such a hydrostatic pressure as may be brought to bear upon them with a pressure upon the pumping engines of at least 175 pounds to the square inch.

The gates shall be sufficient in number, and so located, that if it shall be necessary to shut off the water, in case of accident, repairs, or for any other purpose, it can be done without interfering with the system as a whole, and so that but a small section or specific sub-division of the entire system need be shut off at any one time. Each gate shall be provided with a suitable, adjustable cast iron box, set with its top flush with the surface of the ground, and at corners, or crossings of one street with another, suitable special castings shall be placed in

the mains when laid, so that when the future extensions beyond seventy-five miles now provided for are required the same may be put in without unnecessary cutting of the main lines to insert special castings, and, in fact, the entire pipe distribution shall be so constructed as a part of a whole system that shall ultimately cover the entire city of Peoria, and its reasonable extensions and enlargements. All pipes and hydrant connections, old or new, shall be laid by said grantees, in all cases, below the frost line of the permanent grade.

There shall be placed along the said seventy-five miles of pipe distribution 1,000 fire hydrants, less those now set, as the same may be located by the city; but in the event the city shall fail to locate the said hydrants within sixty days after receipt of written request from the grantees to locate the same, the grantees may locate them at such points as may to them seem best. One hundred of these hydrants, located upon the principal main or mains, to be four nozzle independent valve hydrant, one nozzle to be for steamer connection, if desired, also ten hydrants to be five and six nozzle hydrants with independent valves, and the remaining eight hundred and ninety hydrants to be double nozzle hydrants, and all to be frost proof, with drips, and the latest and most approved pattern. All hydrants found defective or unsuitable on the present pipe system shall be removed and replaced with new hydrants by the grantees. The hydrants located on or connected with eight-inch pipes, or those of larger diameter, shall have independent gates and boxes between the mains and the hydrants. Each of these hydrants shall be so made as to give a full open water way from the main to the nozzles, and each nozzle shall be made of the size and fitted with thread corresponding with that on hose coupling now in use in the city of Peoria, a sample of which shall be delivered by the city to the grantees within ten days after a written request is made for the same to the mayor. The hydrants to be located and furnished in conformity with the requirements of this ordinance

are to be used only in cases of actual fires and for the regular fire department practice, and for such tests and exhibitions as may be ordered by the mayor or chairman of the committee on fire and water, and for flushing sewers and gutters. For any use of which notice is not given on the fire alarm system of the city, reasonable notice shall be given the grantees. In case the city of Peoria, at any time after the completion of the works, shall desire to have set any fire hydrants intermediate to those then in use, they shall be set by the grantees without any charge for rental, provided the city shall be to all expense of furnishing and connecting said hydrants and keeping them in repair. None of said hydrants, however, shall be set for the exclusive benefit of private users, except for fire protection.

The said grantees shall have the right to shut off water temporarily from the mains, or any portion thereof, for the purpose of making repairs or extensions to the works, and the said grantees shall not be liable for any damages occasioned by such temporary suspension of the supply of water, provided notice is given of the intention of shutting off the water, and such repairs or extensions are made without delay, and with due diligence. But if at any time the supply of water is shut off from any cause for more than five days at a time, the rental for the fire hydrants that are shut off shall cease during the time of suspension. *Provided, however,* that in no event shall said grantees shut off the entire water supply so as to leave the city without ample and abundant supply of water for fire purposes.

In case the city of Peoria, at any time after the laying down of the pipes, to conform to the provisions herein, shall order or make any change in the grade of the streets in said city from the permanent grade, whereby it shall become necessary to relay or lower any of the water works pipes or hydrants, said city shall bear all expense of such work.

2130. Reservoirs.] § 11. There shall be located, at a suitable point or points, in or near the city, a series of reservoirs for the purpose of storing and distributing water to the different portions thereof. These reservoirs shall be of such construction, shape and size as may be deemed best and where the elevation of the ground is sufficient to permit, shall be made in excavation or embankment of earth and masonry, and where the elevation is not sufficient to permit, shall be made of metal, in the form of tanks, stand pipes or water towers. All distributing reservoirs and the water in the same shall have the same top elevation and be sufficient to supply all requisite, ordinary pressure in all portions of the city, and the water level shall not be less than two hundred and twenty (220) feet above the top of the fourth flute on the south angle of the corner stone of the Peoria county court house, the elevation of which point was established in the year 1877, at one hundred feet above the datum plane. Two of these stand pipes shall be erected on the bluff, in said city—one to be located northeasterly of Hamilton street, and the other to be located west of Elizabeth street.

Said reservoirs shall be so built that they may be pumped into direct, and the water then supplied by them to the city and also that they may be disconnected, in time of necessity, that the water supply may be pumped into the mains and to the city by the pumping machinery direct, and at any pressure up to the maximum herein provided, and in no case shall the minimum be less than the gravity pressure. But said reservoirs shall not be disconnected except to make repairs thereto or to be cleaned. Those reservoirs built of earth and masonry shall be constructed according to specifications submitted by the grantees and shall be lined with brick or stone masonry, or concrete, and so arranged that they may be easily cleaned or repaired without endangering the water supply to the city, either in quantity or continuance.

The aggregate capacity of all the reservoirs, stand pipes or water towers to be constructed in connection with this system of water works to be not less than nineteen million United States gallons, and eighteen million gallons shall be stored in one reservoir.

There shall be a driveway connected with the public highway to and around the reservoir. Said driveway shall be twenty-four feet wide and shall be kept up and maintained at grantees' expense. There shall also be a suitable walk for foot passengers six feet wide from the public highway to and around the reservoir. [As amended August 5, 1890.]

2131. Care and Responsibility.] § 12. In building these works, as aforesaid, and in opening the streets for the reception of the pipes, gates and special castings, hydrants, etc., or, in doing or performing any other work in connection with the construction, maintaining and repairing of the said system of water works, there shall be the least possible obstruction to the use of the said streets or ways to the public. The trenches shall remain open for the least possible time commensurate with good and efficient work, and while the trenches are so open, suitable warnings or barricades shall be erected, and lights shall be used and displayed at night, and any loss or damage which may arise or be caused to any person or property, by reason of the grantees' want of care, in properly protecting the said trenches, or other works, shall be borne by grantees, and the grantees shall hold the city of Peoria harmless in any and all respects, by reason of any accident, damage or encroachment of any kind whatsoever, which may be occasioned by or result from the construction of the work herein provided for.

Said grantees shall be liable for and pay to all persons, companies, or corporations injured all damages which may result from carelessness, negligence or misconduct of said grantees, or any agent or servant of said grantees, in the construction

or operation of said water works; and said grantees shall save and keep harmless the said city of Peoria on account of any and all damages and costs in any and all causes of action that may be brought by any person or persons, company or corporation at any time hereafter, by reason of carelessness or negligence as aforesaid, in all suits in which said city is sued, either separately or jointly with said company, or otherwise, including reasonable attorney's or solicitor's fees, and for other counsel employed by said city in and about such suit or suits, if any shall be so employed, in addition to the city attorney.

The rights and privileges granted to said grantees in the streets and alleys of the city of Peoria are made expressly subject to all existing police regulations now in force in the ordinances of said city, or which may be hereafter passed by the city council of said city, governing the opening of trenches in said streets; and said grantees expressly covenant and agree to observe at all times any and all police regulations made by the city council of the city of Peoria, affecting their right to the use of said streets and alleys as herein provided for.

After the said works have been completed, or as fast as any portion of the same may be completed, the grantees shall restore the surface of the streets, alleys and public ways, in which they may have laid pipes or constructed any other portion of their works, over such pipes or work, to as near the original surface in which they found the same as the nature of the work will permit.

2132. Local Labor.] § 13. In the construction of the works herein provided for, the grantees shall give preference to the citizens of Peoria in all branches of the work, and shall not import or employ labor from other places, when the same class and quality of labor, at the same price, can be obtained from among the inhabitants of Peoria.

2133. Tests and Acceptance.] § 14. Upon the completion of the improvement, extension and enlargement of the

present system of water works, in accordance with the requirements of this ordinance, the grantees shall duly notify said city of Peoria in writing, and at the expiration of five days thereafter shall proceed to make a test of the works on the first suitable day following. The grantees shall test the power and capacity of said works by throwing at one and the same time, from any thirty hydrants lying below the foot of the bluffs, thirty fire streams, each stream to use 100 feet of rubber lined hose, and a one-inch ring nozzle, to a vertical height of 100 feet, in still air, or 132 feet horizontally, and to show a pressure at the average centre of the location of the said thirty hydrants, sufficient to throw these streams these distances, either vertically or horizontally, according to the tables of Geo. A. Ellis, C. E., or in other words, while said lines of hose and nozzles, as herein described, are attached to the said thirty hydrants, hose and nozzles, there shall be a pressure maintained at said centrally located point of not less than sixty-five pounds to the square inch. At all other portions of the city the works shall be able to throw at one and the same time, from any ten hydrants, ten fire streams, with the size and length of hose and nozzles hereinbefore described to a vertical height of seventy feet, or a horizontal distance of ninety-eight feet, both in still air, or shall show a pressure at a hydrant, centrally located between said other hydrants of forty-one pounds to the square inch.

These test streams shall be distributed in each of the different wards in the districts specified below the bluff and on the bluff, and none shall be taken from four-inch mains.

These tests, or trials, shall be conducted by the grantees, under the supervision of the city council of the city of Peoria, and the city of Peoria shall furnish all the requisite hose, nozzles, pressure gauges, etc. This test shall take place within ten days after the expiration of five days' written notice from the grantees that they will be ready for such test at the expiration of the said five days, and if the works are not completed

and ready at such time, then shall the grantees give a new notice of thirty days; said grantees shall notify the said city of Peoria that the said works are completed and are ready for the said test, and if the said city shall fail to supervise said test within said ten days, then shall it have waived its right to have said test made, and its non-fulfillment or failure to supervise such test, shall be an acceptance of such works. But, if the city shall supervise such test, and the said works shall withstand the same, the said city shall formally accept by resolution of the city council, the system of water works, and thereupon, either after such test, or after the lapse of the said ten days, and the failure to supervise such test, the rental hereinafter provided for shall commence, and be due and payable, at the times and in the manner specified.

The pressure, capacity and efficiency of said water works system shall be kept at all times during said period of thirty years fully up to the standard prescribed in this ordinance, and for the purpose of determining the amount of pressure and efficiency of said water works as a fire protection, from time to time, the city council reserves the right to order a test of said works and pressure in any and all parts of the city of Peoria at least once each year during said period of thirty years.

2134. Rules, Regulations and Rates.] § 15. After the delivery of the property of the existing water works to the grantees, and their acceptance thereof, the grantees may charge and collect during the continuance of this franchise and license, quarter yearly water rates in advance, which quarter yearly water rates shall not exceed one-fourth of the amount of annual water rates given in this ordinance, or one-half of the rates given for six months.

The only exception to the above times of payment being in the case of meter rates, which shall be payable monthly, or at such other periods of time as may be mutually agreed upon between the grantees and consumer.

Grantees shall have the right to furnish water and consumers to take water at meter rates, and when meters are required, either by grantees or consumers, they shall be furnished by grantees without charge. In all cases where meters are used they shall be such as will meet the approval of the grantees, but may be subject to supervision, inspection and condemnation by the city council or any one by them designated, and when condemned such meter shall be removed and a correct meter substituted in its place at the cost of said grantees.

The council reserve the right to appoint a man as inspector of water meters used by the consumers under this ordinance, and it shall be the duty of said inspector to examine and test any water meter furnished to consumers by said grantees, whenever requested so to do by such consumer. Said inspector shall always give twenty-four (24) hours' notice to the consumer and also to the said grantees of the time and place when and where such test is to be made. Said inspector shall be entitled to receive in advance from any consumer requiring his services the sum of \$2.00 and his reasonable expenses, not exceeding \$5.00 for each meter by him inspected.

Such sum shall be refunded by the said grantees upon presentation to them of the inspector's certificate that the meter has been found by him to register more water than actually passes through the same, but if the said meter shall be found by said inspector to not register more water than actually passes through the same, then said consumer shall bear the expense of such inspection as above provided for.

The grantees shall make such rules and regulations, to be first approved by the city council, regarding the service and use of water, putting in of connections, etc., both as regards the quality of the connections and their arrangement as may be proper and expedient, with just and reasonable regards for the rights of others.

The grantees shall have the exclusive right to put in water service pipes and connections in the streets; and for the purpose of controlling and regulating the service pipes and connections to be used in connection with their works, shall issue licenses without fee under the aforesaid rules and regulations to any plumber licensed by the city of Peoria who desires to do such work, and who shall agree to do it in accordance with such rules and regulations; and unless such plumbing work is done in accordance with and in conformity to such rules and regulations thus established and by a regularly licensed plumber, the grantees may refuse to furnish water.

All persons desiring water must make application therefor at the office of and upon the books of the grantees, who shall maintain an office in the central part of the city, and agree to conform to the rules and regulations of said grantees before the grantees shall be obliged to make connection with the premises of such applicant, but when such application is made the grantees shall put in the service pipe and connections between the mains and sidewalk line at their own expense, and the applicant shall furnish, at his own expense, the sidewalk stop and box and pipe and fixtures from the same into and through his property.

The city reserves the right to order said grantees to put in all service pipes on streets from main to the sidewalk line prior to the making of any permanent pavement on said streets within said city, the same to be placed at such points along said streets as the city council may direct, and when so directed the grantees shall immediately put in such service pipes and stop and box.

The city of Peoria will adopt ordinances protecting the grantees in the safe and unmolested exercise of the franchise and license hereby granted, and against fraud and imposition, injury to the property used in connection with the water works, against pollution of the water or source of supply, also to carry into effect the provisions of this ordinance and of the contract

hereby entered into. In case any private consumer of the grantees shall fail to pay his water rates as herein provided within thirty days after the same is due, the supply may be shut off.

All service pipes not exceeding one and a half (1½) inch in diameter hereafter laid by grantees from mains to sidewalk line shall be extra strong lead pipes. [As amended August 5, 1890.]

2135. Table of Water Rates—Annual Rates.] § 16.

The following is the table of rates to be charged private consumers for the use of water supplied by said grantees. The amounts hereby so fixed as the maximum charges to private consumers shall in no case be exceeded; and it is stipulated expressly between the city of Peoria and grantees, that said grantees by wilfully making a charge in excess of the following rates shall forfeit and pay a penalty of \$10.00 for each overcharge to be collected by the person or persons overcharged in an action before any justice of the peace:

Banks, one faucet.....	\$ 6.00
Bakeries, daily average bbls. flour used, per barrel.....	3.00
Barber shops, first chair.....	3.00
Each additional chair.....	2.00
Baths, private.....	3.00
Each additional tub.....	2.00
Baths, public, per tub.....	10.00
Hotels or boarding house, each tub.....	6.00
Blacksmith's shop, first fire.....	3.50
Each additional fire.....	1.75
Building purposes, brick per 1000 laid.....	.10
Wetting brick.....	.05
Stone, per perch.....	.07
Plaster, per 100 yards.....	.20
Water for building purposes, when brick, stone or plastering are not charged for, will always be charged for at the following rates:	
Ordinary frame dwelling.....	\$ 2.00
Large frame dwelling.....	3.00
Ordinary brick dwelling.....	5.00
Other buildings and uses, each barrel of lime or cement.....	.10
But no charge less than.....	1.00

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WATER WORKS.

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Butcher shops, each stall	3.00
Boarding houses, per room.....	1.00
Eating houses.....	\$10 to 30.00
Offices, with wash basin.....	3.00
Printing offices, not including engine, six hands or less.....	10.00
Each additional hand.....	.25
Photograph galleries.....	15.00
Residence, occupied by one family, four rooms or less.....	4.00
Each additional living room.....	1.00
Hôtels, each room.....	1.00
Boarding schools, each room.....	1.00
Stables, private, one horse (including washing carriages).....	2.00
Each additional horse.....	1.00
Dray and team horses, each horse.....	1.00
Livery, boarding and sale, including carriage washing, per horse.....	2.00
Steam boilers, per horse power, twelve hours per day.....	1.50
Twenty-four hours per pay.....	3.00
Saloons, each faucet.....	8.00
Soda fountain glass washers.....	\$10 to 20.00
Stores, not otherwise enumerated.....	6.00
Workshops, for ten persons or under.....	5.00
Each additional person.....	.25
Tenement houses, each family, four rooms or less.....	4.00
Each additional room.....	1.00
Urinals, private, with self closing faucets.....	3.00
With automatic flush faucets.....	3.00
Public, with self-closing faucets.....	5.00
Water closets, private, self-closing.....	3.00
Each additional.....	1.50
Public hotels, restaurants, saloons and stores, self-closing each....	5.00
Not self-closing, each.....	10.00
Warehouses.....	6.00
Sprinkling carts, for each team employed, per month.....	16.00
Parties taking water from their neighbor's hydrant (per quarter)	
\$1.50.....	6.00
Goose necks, when used on sprinklers, regular rates for premises supplied.	
Drug stores.....	\$8 to 12.00
Sprinkling streets and yards four hours per day, 40 feet front, or less	5.00
Each additional foot.....	.10
On corner lots one-half width of side streets per foot.....	.10

METER RATES PER 1,000 U. S. GALLONS.

When daily consumption is 1,000 gallons or less the charge to be at the rate of 20 cents per 1,000 gallons.

When daily consumption is more than 1,000 gallons on the excess over 1,000 gallons the charge to be at the rate of 6 cents per 1,000 gallons.

Water carts, for each 100 gallons taken05
 Rates for other uses to be proportionate to above, according to the amount of water used.

Rates for fixtures not enumerated above to be porportionate to the forgoing rates.

MINIMUM RATES.

Fixture rates 4.00
 Meter rates 3.00

1236. Option.] § 17. At the expiration of ten years from the date of the passage of this ordinance, or at any five year period thereafter, the city of Peoria, as a municipal corporation, shall have the right to purchase the water works of the grantees, and all things pertaining thereto, as herein provided, on the following conditions, and the grantees, in accepting this ordinance, expressly covenant and agree to sell to the city of Peoria the said water works, provided the said city may at said time have the power to contract for the payment of the same, or shall pay for the same in cash, and upon payment for the same to convey said water works to said city free from all liens upon the following conditions, to-wit:

The city of Peoria, by resolution of its city council, shall determine to purchase the said water works, and shall serve a certified copy of such resolution on the grantees at least six months before the time, or times, when the city of Peoria may desire to exercise the right of purchase hereinbefore granted. In the event that the city and the grantees shall be unable to agree upon a price to be paid for the said works, then the said city shall have the right to have at once appointed three disinterested, non-resident experts as appraisers; these appraisers to be named by the judge of the Circuit Court of the United States for the district in which Peoria may at that time be situated.

These three appraisers shall constitute a commission which shall examine and take testimony of experts and otherwise

determine the then existing value of the water works and all that pertains thereto; but in ascertaining such value they shall not appraise the then unexpired term of this franchise or contract, but shall equitably decide what amount the city of Peoria is justly and fairly entitled to pay the grantees for the water works and all that pertains thereto, save said unexpired franchise, and shall make a written award of the then cash value of such water works property, in duplicate, and shall deliver one of such awards to the city clerk and the other to the grantees; and the said city shall then have the right to exercise the option of purchasing or refusing to purchase the said water works at the price so fixed. But in no event is the city to pay more than the sum paid by grantees to the city for the original water works and the cost of the material and labor used in improving and enlarging the same, and said appraisal shall be made upon this basis, excluding all distributing pipes, hydrants, etc., used for supplying water to consumers outside of the city limits. *Provided*, that nothing herein shall be so construed as to prevent the city purchasing the main pipes, reservoirs, machinery, pumping stations and supply wells and grounds, etc., whether the same may be located within or without the limits of said city. If the said city shall then elect to purchase, it shall give the grantees notice of such election within sixty days from the delivering of said award to the said city clerk, and it may pay the whole or any part of such award, but it shall pay not less than one-sixth of the same, on or before the expiration of three months thereafter, and on or before the expiration of each successive period of three months thereafter, it may pay the whole or any part of the remainder, but it shall pay not less than one-sixth part of the whole award at each of said periods until the whole shall be paid. Interest shall be paid by the city on all deferred payments from the date of the first payment to the time of the payment of each and all of the said deferred payments, at such rates per annum as the appraisers may name, not exceeding the legal rate of

interest of the State of Illinois. But the said city shall have no right to any of the property or income of the said water works until such time as it shall take actual possession of the property and make the first payment of the purchase money as aforesaid, and at such time an adjustment of accounts between the city and grantees for water furnished or supplied by the grantees, and not then paid for, shall be had. But if the city shall fail or refuse thus to purchase, it shall pay all the necessary expenses incurred by said appraisers, in or on account of the appointing of such appraisers and making such award; but in case such purchase is completed and such purchase money paid, then shall said expense be equally divided between the city and the grantees. When the first payment, as fixed by this section, shall have been made, the said city shall be immediately put into possession of said water works, and all payments, when made, shall be applied under the direction of the city, if the city sees fit so to direct, to the liquidation and extinguishment of all indebtedness of said grantees which are liens upon said water works, and upon full payment for the said water works said grantees shall convey the same free from all liens and incumbrances to said city. [as amended July 23. 1889.]

2137. Water for Fire Protection — Payments — How Made.] § 18. In consideration of the benefits to be derived by the city of Peoria and its inhabitants from the improvement, enlargement and extension of its present system of water works, and the operation of said improved, extended and enlarged water works, and in further consideration of the water supply to be obtained thereby, for public and private uses, and as an inducement to the grantees to purchase the present system of water works and to enter upon and improve, enlarge and extend the same, the franchise and license hereby granted to and vested in the grantees shall remain in full force and effect during the term of thirty years from and after the sale and delivery of the present water works, but subject to

the right of purchase as herein provided and to the other conditions herein imposed, but in the event of a failure to purchase said water works, as herein provided, on or before the expiration of said thirty years, said franchise and license shall then continue in full force and effect until such time as said city may purchase said works, but subject to the same right of purchase as before, with hydrant rentals not exceeding twenty-five dollars per year for each hydrant in use, but the total hydrant rental not to exceed three hundred dollars (\$300) per mile of main pipe, and consumers' rates not exceeding those provided for in this contract; but if the city and grantees cannot agree upon the amount that shall be paid for hydrant rentals and other uses — public and private — within the above limits, during such extended period of this contract, then such amount shall be determined by arbitration in the same manner as is provided in section 17 of this ordinance as amended.

In consideration of the property, privileges and franchises by this contract granted and conveyed to the grantees, they hereby agree and bind themselves during the continuance of this contract, upon the request of the said city of Peoria, to furnish water for fire protection and for other public uses as herein provided, for the sum of \$41,600 per annum from the date of the completion and acceptance by the city of Peoria of the said proposed water works system as provided in this ordinance as amended, and to receive in part payment of said annual sum of \$41,600 the interest coupons hereinafter paid by said city of Peoria upon its water bonds, for interest accruing after the delivery of the present water works by said city to said grantees, said amount of \$41,600 to be due and payable in four equal quarterly installments within thirty days after the end of the quarter for which water has been so furnished. In default of the payment by the city of any installment for such hydrant rental service and water furnished within the time fixed by this section for its payment, the said grantees shall be released from the payment of said water

bonds to an amount equal to the amount of said default, with interest on the same at five per cent. during the continuance of said default. But prior to the completion of said water works, and subsequent to the delivery of the present water works system to the grantees, the charge and rental for the use of hydrants and water furnished shall be for three hundred and sixty-nine hydrants from November 1, 1889, up to the date of the completion of the two water towers upon the East and West Bluffs and their connection and use with the pipe distribution system as then laid, after which date the charge and rental for the use of hydrants shall be for five hundred and seventy up to the date of the completion and acceptance of the water works system, and thereafter for one thousand hydrants, as provided in this ordinance as amended. *Provided*, that such payment of new hydrant rental shall not be construed to waive the right of the city to have the new hydrants subjected to the tests heretofore required by this ordinance for said new water works system: *provided, further*, that in consideration of said city having passed this amended ordinance said grantees shall at all times keep all its new hydrants supplied with water and fire pressure and shall permit the said city to use the same for suppressing conflagrations before said works are completed free of other charge: *Provided, further*, that when hydrants are located along boundary streets between the city of Peoria and other inhabited territory, and the grantees furnish water to such territory, a deduction of one-half the hydrant rental rates above specified shall be allowed to the city of Peoria on the hydrants so located. It is further expressly provided and agreed by and between the parties hereto, that in no event and under no circumstances, so long as said city of Peoria desires and the city council request hydrant service and water to be furnished to the city of Peoria, shall the grantees refuse or neglect for any space of time to supply the city of Peoria and all the hydrants provided for in this contract, with water and pressure for fire

protection, unless such failure is caused by an act of God in the destruction or impairment of said water works system or some part thereof, or by mob violence, in either of which cases said water works system and every part thereof shall be restored to the former state of efficiency by grantees at the earliest practicable date. And, if for any cause other than the two above specified, the said grantees fail, neglect or refuse for any space of time to furnish all the water and fire protection pressure required by said council and provided for in this ordinance, said grantees shall thereby forfeit to the city of Peoria its franchise and license hereunder and herein granted and its right to retain possession of the water works system, pumping station or stations, reservoirs, stand pipes, mains, pipes, hydrants and the entire property mentioned and described in this ordinance as belonging to or to belong to said grantees as a part of said water works system; and the city of Peoria by order of the mayor upon resolution of the council may immediately, without process of law, take full and complete possession of said property and water works system as aforesaid whether within or without the limits of said city (using force if necessary for the purpose of taking such possession), and may operate said pumping station or stations and water works system so as to furnish adequate fire protection and water for the uses of said city and the citizens thereof thereafter; and grantees, by accepting this ordinance, agree to and do waive and release to the city of Peoria any claim for damages against said city and its servants which they might make by reason of such forcible entry upon and into and use of said water works properties for such causes and purposes; and said city council may at its option for said reason, declare said franchise and license forfeited. *Provided*, that if said grantees shall re-engage to furnish said city with water and pressure for fire protection, etc., as herein provided for, and shall then give satisfactory security that they will comply with such undertaking to again continually furnish water and

fire protection for said city, they shall be restored to the possession of said water works property, and their franchise and license shall be restored to them, subject to be again forfeited as in the first instance. But nothing in this section shall be held to release the city from its legal liability to pay for hydrant rental and for all water so furnished.

But no money or consideration of any kind shall be paid by the city to grantees for the water used, nor for hydrant rental during the time the city is in possession of said water works and operating the same as aforesaid.

In case the city shall desire the said pipe system to be extended within the present or future limits of the city, and shall by ordinance direct the grantees to make such extension, then shall the grantees make the same, and furnish and erect fire hydrants thereon, to the number of twelve to each mile, as the city may locate the same, upon the condition that the city shall pay for the fire protection thus afforded, \$75 per quarter for each and every mile thus laid during the said unexpired term of thirty years from completion of the said extension, but subject to the right of purchase herein provided for. Said grantees shall constantly, day and night, except in cases of unavoidable accident, keep all hydrants supplied with water, and shall keep them in good order and efficiency. The chief of the fire department of said city, and in case of his absence, the officer in charge thereof, or any person designated by the city council, may inspect the hydrants from time to time, and if upon said inspection any of said hydrants are found to be out of working order he shall forthwith notify the chief officer in charge of the water works in writing, specifying the hydrant or hydrants out of working order, and said officer of the water works shall forthwith repair the same, and if not in working order within five days after such notice, the grantees shall pay to the city a forfeit of ten dollars (\$10) a day per hydrant while such hydrant or hydrants remain out of repair. But the failure of said officer to so inspect and notify shall not relieve

said grantees from liability in case said hydrants are not kept in good repair, nor shall said failure make the city liable for damages in any way. [As amended August 5, 1890.]

2138. Free Water.] § 19. In consideration of the franchise and license herein granted by the said city of Peoria to the said grantees as herein mentioned, the grantees hereby agree to furnish and supply constantly, day and night, except in case of casualty beyond the control of the grantees at their own expense for the period of thirty years, and as much longer as this franchise may be extended, a sufficient amount of water for the uses of said city, for the practice of the fire department, for the necessary flushing of public sewers and gutters, the sprinkling with wagons or carts of any or all streets when ordered or required by the city, and for all uses in all city and county buildings, city parks, public and parochial schools, churches, hospitals and all charitable institutions supported by the city or by the county or by private contributions and for sprinkling the court house square throughout the entire year, also for public drinking fountains for man and beast and for ten hours per day during the non-freezing months of the year for all public display fountains.

The city shall take all due precaution to prevent the unnecessary use and waste of water from these fixtures. [As amended August 5, 1890.]

2139. Disturbing Streets.] § 20. The city of Peoria reserves the right to disturb the pipes of the said grantees when it shall become necessary for building or repairing sewers, or for the making of other city improvements, the same to be so done as to cause the least damage to grantees possible. But nothing herein shall be so construed as to release contractors with the city from liability for damage caused by disturbing said pipes. And said grantees hereby covenant and agree that when they shall disturb the paving in the streets of said city in extending, repairing or changing water

mains or pipes, that said grantees at their own expense, shall restore said street and said paving to its original condition as soon as said pipes shall have been put in place, and without unnecessary delay.

2140. Acceptance.] § 21. This ordinance shall become binding as a contract upon the city of Peoria, in the event that the grantees shall first perform all the conditions herein required of them, and shall then file with the city clerk of the city their written acceptance of the same, and the said ordinance and the acceptance thereof shall constitute a contract and be a measure of the rights, liabilities and privileges of said city of Peoria and the said grantees, and these conditions and the acceptance shall be performed and made on or before the 2d day of October, A. D. 1889, and if the grantees shall then fail to accept this contract then this ordinance may be repealed. [As amended July 23, 1892.]

2141. Corporation and Assignment.] § 22. The grantees herein agree that they will within thirty days after this ordinance become a contract, organize or cause to be organized under the laws of the state of Illinois, a water works company, or a corporation, to whom this ordinance and contract shall be duly assigned and transferred, subject to all the restrictions and undertakings herein put upon and assumed by grantees, and said company shall take the place of grantees and do and perform their undertakings hereunder, and such assignment shall be filed in the clerk's office of the city of Peoria, and shall also be recorded in the office of the recorder of deeds in and for Peoria county, and no other or further assignment or transfer shall be made except by mortgage without the consent of the city council of the city of Peoria. *Provided*, however, that no mortgage of said water company or corporation shall be made which will have the effect of cutting off any of the rights of the city of Peoria under this amended ordinance. Wherever in this ordinance the word "grantees"

is used it shall be deemed to mean John F. Moffett, Henry C. Hodgkins, John V. Clarke and Charles T. Moffett, comprising the firm of Moffett, Hodgkins & Clarke, their legal representatives, associates, successors or assigns.

The foregoing amendments are made upon the express condition that they shall be accepted by the grantees within ten days after the passage of this ordinance in writing, with a stipulation and agreement by grantees that such amendments shall not in any way change, modify or affect or release any of the other terms, conditions, covenants and agreements as contained in said ordinance, not amended hereby. Otherwise this amendment to be void and of no effect. [As amended August 5, 1890.]

2142. Execution of Contract.] § 23. The mayor and city clerk of the city of Peoria are hereby authorized and instructed, upon the acceptance of this ordinance by grantees, and filing and approval by the city council of the bonds and securities herein required, and after the water supply and source shall have first been approved by the city council, to execute and deliver to grantees a deed of conveyance for the property so sold, and to seal duplicate copies hereof with the seal of the city, and to sign such copies, in the name of and, in behalf of the city, and to deliver one such copy, so sealed and signed in behalf of the city, to the grantees, and to accept the other, in behalf of the city, when signed and sealed by the grantees, and to cause such copy, together with such acceptance, to be authenticated in accordance with the laws governing contracts for the purchase and sale of real estate and personal property, and to record the same in the office of the recorder of deeds of Peoria County, Illinois, and the said mayor and the said city clerk are hereby authorized to sign, with their official hands, and to seal with the seal of the city, any additional copies of this contract, or extracts therefrom, and to certify to the correctness thereof upon the request of said grantees.

2143. Ordinance—Interpretation of.] § 24. It is expressly understood, and grantees consent and agree, by accepting this ordinance, that in interpreting, construing and giving effect to this ordinance and contract, each and every expression used, if any, which is indefinite or susceptible of more than one interpretation or meaning, the interpretation and meaning which most favors and best protects the interests of the city of Peoria and the inhabitants thereof shall be adopted; and that fire protection shall be afforded to the city of Peoria and its citizens at all times, upon request of the council, even though no legal special contract for the price thereof has been previously made, but where said water is furnished by said grantees without special request having previously been made by said council therefor, the same shall be paid for at the rate and in the manner hereinbefore provided. [As amended July 23, 1889.]

2144. Effect and Repeal.] § 25. All ordinances, or parts of ordinances, inconsistent herewith, are hereby repealed, and this ordinance is, and shall be, in force from and after its passage and publication by the city council of the city of Peoria, and its acceptance by the said grantees.