

## HOUSTON WATER WORKS COMPANY.

THE STATE OF TEXAS, }  
 COUNTY OF HARRIS. }

*Contract*—This contract and agreement made and entered into on the 30th day of November, 1878, by and between James M. Loweree, of the city and State of New York, for himself and associates, parties of the first part, and the Mayor, Aldermen and Inhabitants of the city of Houston, a municipal corporation created by the laws of the State of Texas, acting by James T. D. Wilson, its Mayor, duly empowered and authorized by virtue of an ordinance of the City Council of said city, passed the 30th day of November, 1878, party of the second part, witnesseth: That said James M. Loweree and associates, parties of the first part, in order to supply the city of Houston with water to maintain the cleanliness and health of the city, for the extinguishment of fires, and for the protection of property of the inhabitants of said city, using the waters of Buffalo bayou above tide water as a source of supply, do hereby agree and contract:

1. To build and maintain, on land to be purchased by said parties of the first part, at their own proper cost and expense, all the necessary buildings, machinery, tools and implements requisite in the construction and maintenance of a first class water works, of sufficient capacity to meet the present demands and future growth, for a period of twenty-five (25) years, or for such longer period as this contract may, by its terms, subsist of the city of Houston; the building erected to be a substantial brick building, and brick stack for the joint use of engines, pumps and boilers to be employed; which said works and machinery shall have a capacity of producing three million (3,000,000) gallons of water per day of twenty-four (24) hours; and also a storage reservoir, to consist of a wrought iron tank having a capacity to hold not less than one hundred and fifty thousand (150,000) gallons; said reservoir to be located in a suitable place on land furnished by parties of the first

part, and to have such an elevation as to insure sufficient pressure to raise the water in all parts of the highest buildings in said city at all times, except in cases of accidents, to avoid which there shall be a compound condensing engine, similar in construction and dimensions to the one now in use supplying water to the city of Brooklyn, State of New York; and also a duplex engine of the same capacity and by the same manufacturers, to be so constructed that either boiler will run either or both pumps at the same time, and to be so arranged by means of valves so as to turn the pressure of the pump at once from the reservoir to the street main.

2. To start with a pipeage system from said source of supply at a point on Buffalo bayou above tide water, and thence to lay suitable mains for such distances as may be directed by the city authorities of Houston, on the following streets, viz: Wood, Liberty, Washington, Preston, Main, Congress, Franklin, Texas avenue, Milam, Rusk, McKinney and Dallas; it being understood that the length of these mains herein provided for, shall be at least twenty-five thousand (25,000) feet from the initial hydrant, which shall be at some point on the aforesaid steets, within the limits designated by the City Council for the location of the fire hydrants hereinafter named, and on this line of distribution to place fifty (50) fire hydrants, to be located along the curb lines of said streets at such points as may be designated by the City Council of said city; said locations to be determined previous to orduring the laying of said pipes for supplying said hydrants with water; each of said hydrants to have one steamer and one hose coupling.

3. To lay and maintain pipes, mains, conductors and aqueducts through and upon streets aforesaid, to be at least twenty five thousand (25,000) feet as aforesaid, and upon such other streets in said city as fast as the wants of the city may require, upon the city contracting to pay the rental hereinafter named for one hydrant upon every block of such extension; and to erect and maintain all the nec-



essary buildings, machinery and attachments of every description necessary and proper for such works.

4. To erect from time to time, as the City Council shall demand, as many more hydrants on the streets on which main pipes may be laid as may be called for by said Council, the same to be located in the same manner as the afore-said fifty (50) hydrants; *provided*, that any additional hydrants over the original fifty (50) herein specified shall be located at some corner of a block, to be designated by the City Council.

5. To furnish water free of charge for all purposes in the market house building at all times, and for two (2) fountains in the market house square, and one in the court house square, ten (10) hours each day; also, to furnish water to be drawn from hydrants for flushing of gutters on the line of the mains on such of said streets as may be now or hereafter curbed and guttered; *provided*, not more than two (2) of said hydrants be opened at one time for flushing gutters; and also to furnish water to be drawn from hydrants for all purposes of the fire department.

6. To guarantee that the said water works shall be of the most durable character and materials, and first-class in all respects, and capable of supplying three millions (3,000,000) gallons per day for twenty-four (24) hours; also, with a sufficient pressure to raise the water to all parts of the highest building of said city, and shall maintain said supply of water in the pipes at all times, except it be in a case of accident or to repair the said works, in which case such time as may be necessary shall be allowed for repairs; and that said works shall be capable at any time in case of fire of throwing six (6) streams of water at one time one hundred (100) feet high, through fifty (50) feet of hose of two and one half (2½) inch hose, and one and one-eighth (1½) inch nozzle.

7. That the said brick building is to be erected, the boilers, pumps and engines to be finished, and twenty thousand (20,000) feet of said mains are to be laid and

works to be in operation on or before the first day of September, 1879; the other five thousand (5,000) feet to be laid on or before the first day of January, 1880; the work to be commenced within sixty (60) days after the date of contract, and pushed to completion at an earlier date if practicable; the storage reservoir hereinbefore mentioned, to be finished and ready on or before the first day of January, 1881, and until said reservoir is ready for use the water will be supplied by direct service.

8. To supply water to private consumers at a rate not to exceed five (5) cents per one hundred (100) gallons used, and if metres are used, the private consumer to pay rent of metre; it being understood that the private consumer is to pay for the cost of tapping the main conductor and for service pipe to and through his premises; and it being further understood that private consumers are to have the privilege of using said water—paying therefor as afore-said—without being required to use any given quantity.

9. To erect and maintain a suitable fire alarm from the Market House to the main works, free of cost to the city, it being understood that the cost of operating said fire alarm is to be borne and paid by the said party of the second part; and the said Mayor, Aldermen and Inhabitants of the city of Houston agree and contract as follows, viz:

I. To grant and concede to the parties of the first part the right and privilege, for the purpose of laying pipes and making repairs of said works, to enter upon any streets, squares, lanes and alleys, not including bridges, and to cross any stream or streams under the control of said city; to take up pavements or sidewalks on the same, and to make such excavations therein as may be necessary to keep and maintain pipes, etc., on said streets, squares, lanes and alleys, or to cross such streams; *provided*, said pavements on said streets, squares, lanes, alleys or sidewalks shall be taken up and said excavations made in such manner as to give the least inconvenience to the inhabitants of said city; all excavations to be made in accord-



ance with and under the health regulations of the city of Houston, and the said pavements and sidewalks be replaced or repaired in as good condition as before with all convenient speed; and said street main to be laid two (2) feet below the surface of such grades as are now or may be established by the City Engineer, and not less than six (6) nor more than ten (10) feet from the outer edge of the sidewalk.

II. The said Mayor, Aldermen and Inhabitants of the city of Houston further obligates itself to pay to the said parties of the first part an annual rental for each of the fifty (50) fire hydrants before mentioned, the sum of seventy five (75) dollars each; but in the event the city shall require an additional number of hydrants, the price of all fire hydrants shall be reduced at the rate of ten (10) per cent for each ten (10) additional hydrants required by said city; *provided*, that the rental of said fire hydrants shall in no event be less than fifty (50) dollars per annum for each. The payments to be made as follows: Bills for the rent of fire hydrants to be rendered monthly by the parties of the first part to the City Council, and when approved by it the amount of same to be entered up to the credit of the parties of the first part on the books of the city, and the Mayor shall issue to the said parties of the first part certificates of indebtedness therefor, attested by the City Secretary and Treasurer with the seal of the city, receivable for all city taxes and dues, except bond tax and market dues, and fines in Recorder's court, said certificates to be issued in such amounts as may be desired by said parties of the first part, not less than fifty (50) dollars each. It is understood and agreed that upon the issuance and delivery of the certificates of indebtedness, as hereinbefore mentioned, by the party of the second part to the said parties of the first part, that then the obligations assumed by the said party of the first part in this contract shall continue in full force; or, in other words, the said parties of the first part shall not have the right to termin-

ate the said contract because of the non-payment in money of the said certificates of indebtedness.

III. The said Mayor, Aldermen and Inhabitants of the city of Houston further obligates itself not to grant to any other person during the continuance of this contract the right to furnish water for fire hydrants or other public purposes.

IV. To protect by an ordinance, the works, reservoir, fixtures or other property belonging to the water works from interference, injury or carelessness on the part of third persons. By the words associates above used, is meant such persons as the said Loweree may see fit to join with him, it being understood that the parties of the first part may have the privilege of organizing themselves into a private corporation under the laws of Texas; *provided*, that if such private corporation should be organized, the books of the company will be opened thirty (30) days at some bank in the city of Houston, for the purpose of enabling the citizens of Houston to subscribe to the stock, if they so desire; but said Loweree reserves the right to subscribe for two-thirds of said stock. This contract shall subsist for a period of twenty five (25) years from the date hereof, at the end of which time the said party of the second part shall have the privilege of purchasing the entire works at their appraised value. But if the said party of the second part does not purchase at the end of twenty-five years, the contract shall continue until the works are finally purchased by said city; and the right to purchase the same shall inure to the city every five (5) years thereafter, by giving twelve months notice of such intention.

And it is hereby specially provided, that should the parties of the first part at any time fail to perform faithfully the several obligations entered into by them in this agreement, they shall then forfeit and lose the rights and privileges herein granted to them by the said parties of the second part.

In witness whereof, we hereunto sign our names, in the

city of Houston, Texas, the 30th day of November, 1878, the parties of the first part signing by James M. Loweree, and the party of the second part by James T. D. Wilson, Mayor, attested by the Secretary and Treasurer and the seal of corporation.

[L. S.]

JAMES M. LOWEREE.

JAMES T. D. WILSON,

Attest:

Mayor.

JOHN REICHMAN, Secretary and Treasurer.

Witness to signatures of the parties,

M. A. BAKER.

The City Council having examined and considered said proposition; therefore,

*Be it ordained by the Mayor, Aldermen and Inhabitants of the City of Houston:*

SECTION 1. That for the purpose of maintaining the cleanliness of said city, preserving the health and property of its Inhabitants, and to provide a supply of water sufficient for extinguishing conflagrations, the Mayor be and is hereby authorized, on behalf of the Mayor, Aldermen and Inhabitants of the City of Houston, to contract with the said James M. Loweree, and his associates, for supplying said city with water upon the terms specified in said proposed contract, and to sign, seal and deliver said contract in duplicate form for the Mayor, Aldermen and Inhabitants of the city of Houston.

SEC. 2. That all ordinances, or parts of ordinances, in conflict herewith be, and they are hereby repealed, except all ordinances relating to the public health.

SEC. 3. That this ordinance take effect from and after its passage.

Passed November 30, 1878.