

ORDINANCE NO. 128

Ordinance Relating to Fire Protection for Washington Township.

On this 4th day of October, 1932, at a regular meeting of the council of the City of Wathena, Kansas, Councilman F. C. Poirier introduced the following ordinance and moved its passage;

AN ORDINANCE RELATING TO JOINING WITH WASHINGTON TOWNSHIP, FOR
FIRE PROTECTION.

Be it ordained by the Governing Body of the City of Wathena, Doniphan County, Kansas;

Section One. That the City of Wathena shall take advantage of the provisions of Chapter 113 of the 1931 Session Laws of the State of Kansas, permitting townships to join with municipalities in the maintenance of a fire department, and that this city join with the township of Washington in the maintenance of a fire department for the protection of the property located in both the city and township, under the provisions of the following contract;

CONTRACT

This Agreement entered into this 4th day of October 1932, between the City of Wathena, Doniphan County, Kansas, party of the first part, hereinafter referred to as the "City", and the township of Washington, Doniphan County, Kansas, party of the second part and hereinafter referred to as the "Township", witnesseth;

That, Whereas, It is deemed advisable by said city and by said township to join in the maintenance of a fire department for the prevention and fighting of fires within the boundaries of said city and of said township, under the provisions of Chapter 113 of the 1931 Session Laws of the State of Kansas, this agreement is entered into.

The fire department, as now organized, owned and maintained by said city is hereby declared to be the fire department of both said city township and the services of the volunteer members of said department shall be available for the fighting of fires in both the city and the township, but the supervision and control of the department shall always be and remain in the governing body of the city.

It is further agreed that, the township board shall purchase additional equipment as the governing body of the city may deem needed. That the cost of such equipment shall not exceed \$1400. This additional equipment shall then be owned half and half by the city and township. Thereafter, when in the judgment of the governing body of the city, further additional equipment is needed,

the same shall be purchased by the said city and the township shall contribute to the city one half the cost of said further additional equipment. This further additional equipment shall include repairs to all equipment whether now owned by the city or hereafter purchased on the joint account of the city and township. All equipment now owned by the city shall remain the property of the city but shall be used as needed in the fighting of fires both in the city and township and said equipment shall be kept in repair at the joint expense of the city and township.

It is further agreed that all fire equipment shall be stored in the city, in convenient places as arranged by the city, and rent and storage charges shall be paid half and half by the city and township, but no charge is to be made to the township for use of city buildings.

The city will procure and maintain during the continuance of this agreement, such indemnity insurance as the governing body of the city may deem proper, and premiums therefor shall be paid half and half by the city and township, and the city will so supervise the said department that volunteer firemen will be available to man the equipment for service in both city and township and be under such protection and receive such compensation as the said city may from time to time arrange.

Each party hereto agrees to raise by levy such a tax as will pay its agreed share for equipment and expenses of upkeep and any other expenses.

It is further agreed that this contract shall not be binding upon either party until the township board shall have regularly adopted said agreement by resolution and shall have entered said resolution on its journal and shall have certified a true copy to the city clerk of the city; nor until the governing body of the city shall have passed an ordinance embodying said contract, made it effective by publication according to law and shall have certified a true copy to the clerk of the township board; and this contract shall endure until one party passes or adopts an ordinance or resolution declaring its intention to carry out said agreement no longer, when all jointly owned property shall be sold at public auction by the city and the proceeds equally divided.

This contract shall be made in duplicate and signed in behalf of the city by the Mayor and attested by the city clerk, and signed in behalf of the township by the township trustee and attested by the township clerk.

Witness the signature of said officers this 4th day of October, 1932.

THE CITY OF WATHENA, KANSAS.

By: T. M. Bauer, Mayor

Attest: C. J. Poirier
City Clerk

WASHINGTON TOWNSHIP, DONIPHAN
COUNTY, KANSAS.

By: H. Bowman

Trustee

Attest, Walter Laipple
Township Clerk.

SECTION TWO. This ordinance shall take effect and be in full force from and after the execution of said contract and the publication of said ordinance in the Wathena Times.

T. M. Bauer, Mayor

Attest. C. J. Poirier
City Clerk