BILL NO. 446 ORDINANCE NO. 446

AN ORDINANCE AUTHORIZING THE CITY OF WOOD HEIGHTS, MISSOURI, TO ENTER INTO AN INTERCITY COOPERATIVE AGREEMENT WITH THE CITY OF JEFFERSON CITY, MISSOURI, REGARDING THE UNION ELECTRIC PROPOSED RATE INCREASE CASE CURRENTLY PENDING BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION, CASE NO. ER-84-168 AND PROVIDING FOR THE PAYMENT BY THE CITY OF WOOD HEIGHTS OF THE SUM OF $448.20 AS AND FOR ITS TOTAL SHARE OF THE COSTS REGARDING SAID AGREEMENT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

Section 1. The City of Wood Heights, Missouri, is hereby authorized to enter into an agreement with Jefferson City, Missouri, hereinafter entitled "Intercity Cooperative Agreement", a copy of which is attached hereto and incorporated herein by reference.

Section 2. The Mayor and the City Clerk of the City of Wood Heights are hereby authorized to pay out of the general funds of the City the sum of $448.20 as and for the City of Wood Heights share of total costs regarding said agreement.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ three times and PASSED by the Board of Aldermen this 1st day of May, 1984.

Mayor

Attest:

City Clerk

APPROVED by the Mayor this 1st day of May, 1984.

Mayor

Attest:

City Clerk

INTERCITY COOPERATIVE AGREEMENT

This Agreement is entered into this 1 day of May, 1984, by and between the City of Jefferson, Missouri, hereinafter referred to as "Jefferson City", and the City of Wood Heights, Missouri, hereinafter referred to as "Wood Heights".

Jefferson City agrees to allow its attorney, William Barvick to jointly represent Jefferson City, Wood Heights, and any other city signing a similar agreement, in the Union Electric Rate Increase case currently pending at the Public Service Commission. Any expert witnesses hired by Jefferson City in the conduct of the case will also represent Wood Heights.

Jefferson City will pay Mr. Barvick and any experts directly for the costs of the case in accordance with its separate contracts with them. The total costs are estimated to be $60,000. Each City participating in the joint representation will pay the portion of the total costs which is equivalent to the ratio of that City's population compared to the total population of all participating cities. It is anticipated that the total population of all participating cities will be at least 100,000 people. Therefore, Wood Heights' share of the total costs shall not exceed $448.20.

Wood Heights will pay to Jefferson City said sum of $448.20, upon the effective date of this contract which shall be the total sum due from Wood Heights under the terms of this agreement. This amount was determined my multiplying Wood Height's population of 747 people by 60¢ per person. Any money remaining at the conclusion of the case before the PSC will be refunded in the same proportion as it was received.

Wood Heights will provide Jefferson City with any information required by Mr. Barvick or the expert witnesses in the representation of Wood Heights.

This Agreement may be terminated when either party determines that its interests in the case differ materially from the interests of the other party, and that joint legal representation and joint witnesses will no longer effectively serve its interests. If this agreement is terminated, Wood Heights may withdraw any of its contribution remaining, less its proportion of the costs incurred to the date of the termination.

MAYOR - JEFFERSON CITY

CITY CLERK - JEFFERSON CITY

MAYOR - WOOD HEIGHTS

CITY CLERK - WOOD HEIGHTS