Bill No. _____ Ordinance No. 48

AN ORDINANCE AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE VILLAGE OF WOOD HEIGHTS, RAY COUNTY, MISSOURI, TO ENTER INTO AN AGREEMENT ON BEHALF OF THE VILLAGE OF WOOD HEIGHTS WITH PUBLIC WATER SUPPLY DISTRICT NO. 2, PROVIDING FOR SAID DISTRICT TO SELL WATER TO WOOD HEIGHTS, AND SETTING OUT THE CONDITIONS UNDER WHICH THE SAID WATER IS TO BE PURCHASED BY WOOD HEIGHTS AND THE RATE TO BE PAID BY THE VILLAGE FOR WATER SUPPLIED BY SAID DISTRICT.

Be it ordained by the Board of Trustees of the incorporated village of Wood Heights, Missouri, as follows:

Section 1: That the Village of Wood Heights make and enter into an Agreement with Public Water Supply District No.2 whereby said District agrees to sell and the Village of Wood Heights agrees to purchase water, said contract to be in the identical form of the contract attached hereto and made a part of this Ordinance by reference as if more fully set out at length herein.

Section 2. That the Chairman of the Board of Trustees of the Village of Wood Heights is hereby authorized and directed to execute said contract on behalf of the Village of Wood Heights, and the Village Clerk is hereby authorized and directed to attest his signature.

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

PASSED by the Board of Trustees and APPROVED by the Chairman of the Board this 22 day of January, 1969.

Joe Cox
Chairman of the Board of Trustees

Attest:

CONTRACT FOR SALE OF WATER

This contract for the sale and purchase of water by and between Public Water Supply District No. 2 of Ray County, Missouri, hereinafter referred to as the "District" and the City of Wood Heights, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of Chapter 247 Revised Statutes of Missouri, 1959, as amended, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the District; and

WHEREAS, the City requires a supply of treated water, and the District's distribution system is capable of supplying the same together with the present proposed customers in said District; and

WHEREAS, the City by Ordinance No. 48 enacted on the 22 day of January, 1969, by its Board of Trustees agreed to enter into a contract with said District for the purchase of water for their needs, which ordinance by certified copy attached hereto and incorporated herein by reference is made a part of this contract, providing for the execution of this instrument by the Mayor of said City attested by the Clerk thereof; and

WHEREAS, by Resolution of the Board of Directors of the District, enacted on the ____ day of February, 1969, the sale of water to the City in accordance with the terms of this contract was finally approved and voted by the Board of Directors of said District, authorizing the President of said District to execute said agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

<u>The District agrees</u>:

1. (Quality and Quantity) To furnish the City, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Missouri Division of Health in such quantity as may be required by the City, but not to exceed 1,000,000 gallons per month.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant normal pressure calculated at _____ from an existing _____ inch main supply at points located on the South and East of the City. If a greater pressure than that normally available at the point of delivery is required by the City, the cost of providing such greater pressure shall be borne by the City. Emergency failures of pressure or supply

devices of standard type for properly measuring the quantity of water delivered to the District and to calibrate such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two per cent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless City and District shall agree upon a different amount. The metering equipment shall be read at the times chosen by said District.

4. (Billing Procedure) To furnish the Clerk or other designated official of said City at the address designated by the City not later than the 10th day of each month, with an itemized statement of the amount of water furnished the City during the preceding month.

<u>The City Agrees</u>:

1. (Rates and Payment Date) To pay the District within 30 days after date of billing for water delivered in accordance with the following schedule of rates:

a. $150.00 for the first 300,000 gallons which is guaranteed as a minimum rate charge for each month.

b. $.50 per thousand for the next 700,000 gallons over the minimum required.

c. $ per thousand for the next _____ gallons.

2. (Connection Fee) To pay as an agreed cost a connection fee to connect the District's system with the system of the City the sum of $150.00 which shall cover any and all costs of the District for installation of the metering equipment.

It is further mutually agreed between the District and City as follows:

1. (Term of Contract) That this contract shall extend for a term of 10 years from the date of the initial delivery of any water by the District to the City, and thereafter may be renewed or extended for such term, or terms, as can be agreed upon by District and City.

2. (Delivery of Water) That 30 days prior to the estimated date of completion of construction of the District's Water supply system it will notify the City in writing the proposed date for initial delivery of water.

over an extended period of time, the supply of water to City consumers shall be reduced or diminished in the same ration or property proportion as the supply to District consumers is reduced or diminished.

4. This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Missouri, and the District and City will collaborate in obtaining such permits, certificates, or the like as may be required from time to time to comply therewith.

5. That since the construction of the water supply production and distribution system by the District is being financed by a loan the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the terms of said loan. Similarly, any modification of the provisions of this contract, including any increase in the schedule of rates to be charged by the District required by the said FHA to meet its present or future obligations may be required by the State Director of Missouri, of the Farmers Home Administration, and both parties fully understand this situation.

6. (Successor to City or District) Any successor in name or title to either the City or the District, whether the result of legal process, assignment, reorganization, or otherwise, shall succeed to the rights and duties of both City and District as expressed herein.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed this the ____ day of _____ 1969.

Attest:

For the District

District Clerk

Mary J. Crawley
City Clerk

Joe Cox
For the City - Mayor