ORDINANCE NO. 495 BILL NO. 495

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF WOOD HEIGHTS, MISSOURI, TO EXECUTE A CERTAIN CONTRACT FOR THE SALE OF WATER TO WOOD HEIGHTS, MISSOURI, BY THE CITY OF EXCELSIOR SPRINGS, MISSOURI.

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

Section 1. The Mayor of the City of Wood Heights, Missouri, is hereby duly authorized by the Board of Aldermen of the City of Wood Heights, Missouri, to execute a certain contract on behalf of the City of Wood Heights, Missouri, for the sale of water to the City of Wood Heights, Missouri, by the City of Excelsior Springs, Missouri, a copy of said contract, marked "Exhibit A", being attached hereto and incorporated herein by reference as if fully set forth herein.

Section 2. The City Clerk of the City of Wood Heights, Missouri, is hereby authorized to attest the said Mayor's signature on said contract.

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 AND APPROVED BY THE MAYOR THIS 24TH DAY OF SEPTEMBER, 1986.

Don E Wendt
MAYOR

ATTEST:
Dorothy J Covington
CITY CLERK

Approved by the Mayor this 24th day of September, 1986.

Don E Wendt
MAYOR

ATTEST:
Dorothy J Covington
CITY CLERK

CONTRACT FOR THE SALE OF WATER

TO

THE CITY OF WOOD HEIGHTS, MISSOURI

This contract for the sale and purchase of water outside the City of Excelsior Springs, Missouri, is entered into as of the 24th day of September, 1986, between the City of Excelsior Springs, Missouri, and the City of Wood Heights, Missouri.

WITNESSETH:

WHEREAS, the City of Wood Heights has been organized and established under the provisions of Chapter 79, Revised Statutes of Missouri, 1978, as amended.

WHEREAS, the City of Excelsior Springs owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City of Excelsior Springs system and the estimated quantity of water required for consumption by residents of the City of Wood Heights; and,

WHEREAS, by Ordinance No. 89-9-5, enacted on the 15th day of September, 1986 by the Council of the City of Excelsior Springs, the sale of water to the City of Wood Heights in accordance with provisions of said Ordinance was approved, and the execution of this contract carrying out the Ordinance signed by the Mayor, and attested to by the City Clerk, was duly authorized; and,

WHEREAS, by action of the Board of Alderman of the City of Wood Heights, adopted on the 24th day of September, 1986, the purchase of water from the City of Excelsior Springs in accordance with the terms set forth in said Ordinance was approved, and the execution of this contract by the Mayor, attested to by the City Clerk, was duly authorized;

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

The City of Excelsior Springs agrees as follows:

1. To furnish the City of Wood Heights, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the Division of Environmental Quality, Missouri Department of Natural Resources, in such quantity as may be required by the City of Wood Heights, (estimated to be up to 1,500,000 gallons per month during peak usage). Any amounts in excess of 1,500,000 gallons per month shall be supplied at the discretion of the City of Excelsior Springs.

2. That water will be furnished at a reasonably constant normal pressure from an existing six (6") inch main located at the intersection of Mitchell Street and East Ridge Road.

3. The City of Wood Heights will cause to be constructed at the location in No. 2 above, a meter pit satisfactory to the Public Services Director, or his designated representative, and have installed necessary

"EXHIBIT A"

metering equipment to measure the flow of water through a four (4") inch main. Said meter shall be a Rockwell Single Register Compound Water Meter Model PT-4", or equal, with a normal operating flow range of 6 to 500 gallons per minute with an accuracy per 100 gallons of plus or minus 1.5% of actual thruput. Should, at any time, the accuracy exceed the aforementioned margin, the City of Wood Heights shall cause the meter to be repaired or replaced at no cost to the City of Excelsior Springs. If the 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 the City of Excelsior Springs and the City of Wood Heights shall agree upon a different amount. The metering equipment shall be read on the same day of each month, said day being the first of each calendar month, unless said day shall fall on Saturday, Sunday or Holiday recognized by the City of Excelsior Springs, in which case the meter shall be read on the succeeding work day.

4. In addition to the pit and meter to have installed on six (6") inch gate valve on the City of Excelsior Springs side of the meter and four (4") inch gate valve on the City of Wood Heights side of the meter to facilitate repairs as may be needed from time to time.

5. The City of Excelsior Springs will furnish the Clerk of the City of Wood Heights at the office address to be designated by the City of Wood Heights, an itemized statement of the amount of water furnished the City of Wood Heights during the preceding month, said statement to be furnished within five (5) working days subsequent to the date upon which the meter was read.

<u>The City of Wood Heights agrees as follows</u>:

6. To pay the City of Excelsior Springs, not later than ten (10) working days after the City of Excelsior Springs has billed the City of Wood Heights for water furnished, as provided in paragraph 4 above, for water delivered in accordance with the following schedule of rates:

   Three dollars and twenty-seven cents ($3.27) per 1,000 gallons.

<u>It is further mutually agreed between the City of Excelsior Springs and the City of Wood Heights as follows:</u>

7. That this contract shall be for a term of two (2) years from October 1, 1986. At any time during the period of this contract the City of Wood Heights agrees to participate in the cost of constructing any additional well, or wells, said cost being determined by the extent by which consumption by the City of Wood Heights has created the need for any additional well or wells.

8. The City of Excelsior Springs will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the City of Wood Heights with the quantity of water as set forth in paragraph 1, above. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City of Excelsior Springs is otherwise diminished over an extended period of time, the supply of water to the City of

Wood Heights consumers shall be reduced or diminished in the same ratio or proportion as the supply to the City of Excelsior Springs consumers served from the total system is reduced or diminished.

9. At any time during the period of this contract or any subsequent renewal thereof, the City of Excelsior Springs agrees not to raise the rate to the City of Wood Heights any higher than the percentage that the City of Excelsior Springs raises the rate to consumers inside the corporate limits of the City of Excelsior Springs.

10. In consideration of this agreement, the City of Wood Heights further agrees not to sell water outside its corporate limits and consents to those customers within the City of Wood Heights limits presently being served from that portion of the main along East Ridge Road being serviced and maintained by the City of Excelsior Springs to continue receiving said service and being billed direct by the City of Excelsior Springs.

11. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Missouri and the City of Excelsior Springs and the City of Wood Heights will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be fully executed in three (3) counterparts, each of which shall constitute an original.

CITY OF EXCELSIOR SPRINGS, MISSOURI

By:_____
Jay Bailey, Mayor

ATTEST:

_____
Mary L. Dixon, City Clerk

CITY OF WOOD HEIGHTS, MISSOURI

By:_____
Mayor

ATTEST:

_____
City Clerk