

ORIGINAL

BILL NO. 4750

ORDINANCE NO. 4750

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI; AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A WATER DISCONNECTION AGREEMENT WITH ROCK CREEK PUBLIC SEWER DISTRICT; INCORPORATING SAID AGREEMENT AS A PART OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, as follows:

**SECTION I.** That the Mayor is hereby authorized to enter into and execute a Water Disconnection Agreement with Rock Creek Public Sewer District.

**SECTION II.** That said Agreement is incorporated in this Ordinance as if fully set out herein.

**SECTION III.** This Ordinance shall be and become in full force and effect from and after the date of its passage by the City Council and the approval of the Mayor.

READ TWO TIMES AND PASSED THIS 21 DAY OF November, 2023

Samuel F. Richards

President of the City Council

APPROVED THIS 21 DAY OF November, 2023

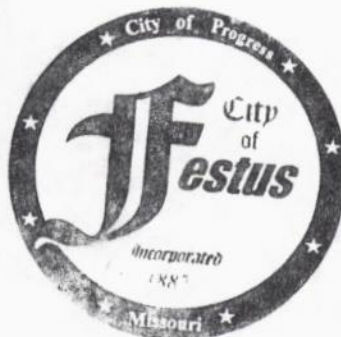
Samuel F. Richards

Mayor of the City of Festus

ATTEST:

K. D. Palt

City Clerk



# Rock Creek Public Sewer District

BOARD OF TRUSTEES

ALFRED BARBAGALLO  
ROGER VAIL  
ERIC KNOLL  
TIM HOLLERBACH  
TIM BENNETT

JEFFERSON COUNTY, MISSOURI  
P.O. Box 1060 • Imperial, MO 63052  
4133 W. Outer Rd. • Arnold, MO 63010

[www.rockcreekpsd.com](http://www.rockcreekpsd.com)

Phone: 636-464-3305  
Fax: 636-464-2196

DONALD DANIEL  
District Administrator

October 29, 2023

Mr. Greg Camp  
City of Festus Public Works  
950 North 5<sup>th</sup> St  
Festus, Missouri 63028

RE: **Water Disconnection Agreement**

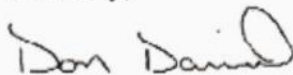
Dear Greg,

We are sending this letter to request a updated Water Shut Off Agreement. We have enclosed an agreement that would be in force and effective for 3 years (36 months), from the date of approval.

If this agreement could be submitted to your board for approval ASAP, it would be greatly appreciated. If there is something else that we would need to add or perhaps an agreement that you would like for us to sign, please let me know.

If you have any questions, please feel free to contact my office.

Sincerely,



Don Daniel  
District Administrator

## SECTION 393.015 RSMO (2000) WATER SHUT OFF AGREEMENT

This section 393.015 RSMo. (2000) Water Shut Off Agreement is made by and between ROCK CREEK PUBLIC SEWER DISTRICT OF JEFFERSON COUNTY, MISSOURI, (Rock Creek) and CITY OF FESTUS PUBLIC WORKS OF JEFFERSON COUNTY, MISSOURI (Water District), the date of this Agreement being the 21 day of November, 2023

WHEREAS, Rock Creek is a duly formed and existing public sewer district existing pursuant to the provisions of Chapter 204 of the Revised Statutes of Missouri; and

WHEREAS, Water District is a duly formed and existing public water district existing pursuant to the provisions of Chapter 247 of the Revised State Statutes of Missouri; and

WHEREAS, Section 393.015 of the Revised Statutes of Missouri authorizes contracts between sewer districts and water districts which provide for the termination of water service for the non-payment of sewer bills and which Section establishes procedures, immunities, costs and reimbursement allocations relevant thereto; and

WHEREAS, Rock Creek and Water District desire to contract with each other pursuant to the provisions of Section 393.015 RSMo. (2000).

NOW, THEREFORE, the Parties agree as follows:

1. All of Section 393.015 of the Missouri Revised Statutes 1994, as amended, is by this reference incorporated in and made a part of this Contract, the same as if said Section were stated herein verbatim.
2. District agrees to terminate water service to any of the Water District's user or customer premises upon such user or customer's non-payment of a Rock Creek sewer bill for sewer services to said premises, provided, however, that no such water service shall be terminated until the expiration of thirty (30) days after Rock Creek sends by certified mail a written notice to said Rock Creek's sewer services user or customer that said water service will be terminated.
3. The Water District, acting in accordance with this Contract, shall not be liable for any damages relating to the Water District's termination of water service unless damage is caused by the Water District's negligence in which such instance the Water District shall be indemnified by Rock Creek for all such damage.
4. Rock Creek shall pay to Water District the sum of One Hundred Dollars (\$100.00) per disconnect request, made by Rock Creek to Water District pursuant to this contract. Such \$100.00 fee shall be payable within fifteen (15) days from the date of turn off.
5. An employee or duly authorized representative of Rock Creek shall accompany Water District employees or representatives for purposes of shutting off water service in conformance with the terms of this agreement.

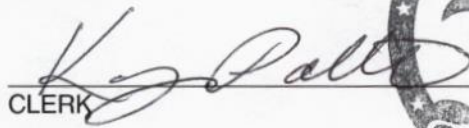


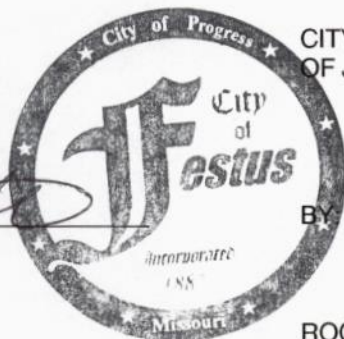
6. Rock Creek agrees that, in providing notice to customers of the termination of water service as a result of the failure to pay sewer charges, Rock Creek shall notify its customers that the water district is required to cooperate in the water disconnect by virtue of the provisions of State Statutes, and that any questions pertaining to water disconnect, pursuant to the terms of this Agreement, shall be directed to Rock Creek Sewer District offices at P.O. Box 1060 Imperial, MO 63052, 636-464-3305.

7. This Agreement shall remain in force and in effect for a period of thirty-six (36) months from the date of execution and shall terminate on its terms at such a time unless same is renegotiated or re-executed by the Parties hereto.

. IN WITNESS WHEREOF, the Parties have set their hands and seals the day first above written.

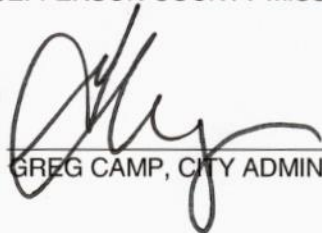
ATTEST:

  
CLERK



CITY OF FESTUS PUBLIC WORKS  
OF JEFFERSON COUNTY MISSOURI

BY:



GREG CAMP, CITY ADMINISTRATOR

ROCK CREEK PUBLIC SEWER DISTRICT  
OF JEFFERSON COUNTY MISSOURI

ATTEST:



PRESIDENT

BY:



DON DANIEL, DISTRICT MANAGER

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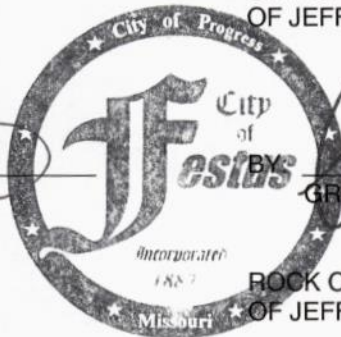
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CITY OF FESTUS PUBLIC WORKS  
OF JEFFERSON COUNTY MISSOURI

ATTEST:

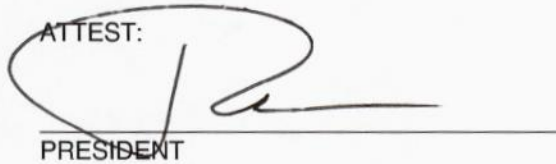
  
CLERK



  
BY: GREG CAMP, CITY ADMINISTRATOR

ROCK CREEK PUBLIC SEWER DISTRICT  
OF JEFFERSON COUNTY MISSOURI

ATTEST:

  
PRESIDENT

BY:   
DON DANIEL, DISTRICT MANAGER