

EXHIBIT B

BILL NO. _____

ORDINANCE NO. 728

AN ORDINANCE TO SET FORTH GUIDELINES FOR THE PURPOSE OF PURCHASING WATER FROM THE DEKALB COUNTY WATER DISTRICT IN AN EMERGENCY SITUATION.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KING CITY AS FOLLOWS:

SECTION 1: THE CITY OF KING CITY WILL PURCHASE WATER FROM THE DEKALB COUNTY WATER DISTRICT ON AN AS NEEDED EMERGENCY BASIS AS STATED IN THE TEMPORARY EMERGENCY WATER SUPPLY SALE AND PURCHASE CONTRACT.

SECTION 2: THE DEKALB COUNTY WATER DISTRICT WILL MAKE WATER AVAILABLE TO THE CITY OF KING CITY VIA A NEW WATER LINE RUNNING FROM DEKALB COUNTY WATER DISTRICT TO THE CITY LIMITS OF THE CITY OF KING CITY.

SECTION 3: AN EMERGENCY SITUATION COULD EXIST DURING AN EXTREME DRY SEASON OR FAILURE OF EXISTING WATER SUPPLY IN THE CITY OF KING CITY.

SECTION 4: THE CITY OF KING CITY WILL CONTACT THE DEKALB COUNTY WATER DISTRICT IF AN EMERGENCY ARISES OR IS FORECASTED.

THIS ORDINANCE WAS PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF KING CITY, MISSOURI THIS 10th DAY OF JUNE, 2019.

Borie Carlson
MAYOR

ATTEST:

Heather Harris
CITY CLERK

THIS ORDINANCE WAS APPROVED ON THE 10th DAY OF JUNE, 2019.

Borie Carlson
MAYOR

TEMPORARY EMERGENCY WATER SUPPLY SALE AND PURCHASE CONTRACT

This contract for the sale and purchase of water to be used for temporary emergency purposes is entered into as of the 10th day of JUNE, 2019, between Public Water Supply District No. 1, of DeKalb County, Missouri, 302 N. Main, P.O. Box 79, Clarksdale, Missouri 64430, hereinafter referred to as the "Seller" and the City of King City, a municipal corporation of the State of Missouri, hereinafter referred to as the "Purchaser".

Whereas, the Purchaser is organized and established under the provisions of the law of the State of Missouri, and owns and operates a water supply system that serves its inhabitants and others outside the city, as provided by ordinance and law, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and supplying the amount of water needed by Purchaser as hereinafter stated, and

Whereas, by Resolution enacted on the 10th day of JUNE, 2019, by the Seller, the sale of water for emergency water supply proposes only, as set forth in said Resolution, was approved, and the execution of this contract was duly authorized, a copy of said Resolution being attached hereto as "Exhibit A", and

Whereas, by Ordinance No. 728 enacted by Purchaser, on the 10th day of JUNE, 2019, the purchase of water for emergency water supply purposes only from the Seller in accordance with the terms set forth in said Ordinance was approved, and the execution of this contract was duly authorized, a copy of said Ordinance being attached hereto as Exhibit "B".

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser 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 Department of Natural Resources of the State of Missouri for temporary emergency use only. The Seller shall furnish to Purchaser not to exceed 49,000 gallons of water per day for a period not to exceed 90 days provided that Purchaser has declared a water supply emergency within Purchaser's water system. Such declaration shall be by Resolution or Ordinance passed by the Board of Aldermen or by the Mayor acting under authority granted by the Board of Aldermen; in the event that the Seller does not have a sufficient supply of water to meet the needs of

its water users, or if the Missouri-American Water Company, which sells to the Seller all of Seller's water supply, does not have a sufficient supply of water to meet its needs, Purchaser shall have no right to receive water from Seller. The determination of whether Seller and Missouri-American Water Company each have a sufficient supply of water to meet the needs of its water users shall be determined by each such entity and shall be final and conclusive. Neither of these shall be liable for failure of Seller to sell and deliver water to Purchaser on account of such determination.

2. (Point of Delivery and Pressure) The point of delivery will be at Pleasant Road and 169 Highway. District will install a back pressure sustaining valve to maintain a certain pressure on the District side of the meter located at the point of delivery as herein described; said valve shall cause the flow to Purchaser to vary between 0 and 50 gpm, which will be determined at the point of delivery by the demand on District's line on its own side of the meter at the point of delivery. If a greater pressure is required by Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.
3. (Metering Equipment) Seller shall furnish, install, operate and maintain at point of delivery the necessary metering equipment, including a two (2) inch meter and a meter vault; a back pressure sustaining/pressure reducing valve; isolating valves. Purchaser shall reimburse Seller for its costs of such installation in the amount of \$300 to be paid on a monthly basis, due with Purchaser's water bill, for sixty (60) months, at which time the entire cost of \$18,000.00 will be repaid. The Purchaser will continue to pay the monthly water bill under the terms of the contract. Seller agrees to calibrate such metering equipment whenever requested by Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. If the meter is inaccurate the previous reading shall be corrected, but not for more than two preceding months. If the meter fails to register for any period, the amount of water furnished shall be based upon the most recent previous consumption, unless Seller and Purchaser agree upon a different amount. The metering equipment shall be read on the 15th of the month (mid month) and an appropriate official of the Purchaser shall have access to the meter for the purpose of verifying the readings.
4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 7th day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 20th day of each month, for water delivered in the previous month, in accordance with the schedule of rates shown on Exhibit "C" hereto, which is incorporated herein by reference.

Payment shall commence when water is made available to Purchaser; if the payment period is less than one month, the monthly minimum payment shall be prorated unless the bill for that period exceeds the monthly minimum in which case the bill shall be computed as shown on Exhibit "C".

2. Purchaser shall construct a 6" main from the master meter to the City Limits of King City, Missouri.
3. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, a sum equal to and which shall cover any and all costs of the Seller for installation of the metering equipment. Seller's costs shall include all construction costs; costs of land and right-of-way acquisition; attorney fees and legal expenses; engineering expense; inspection costs; other expenses of such construction or related thereto; and all costs of contingencies.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of Twenty years from the 10th day of JUNE, 2019 and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. (Delivery of Water) That 7 days prior to the estimated date of completion of construction of such waterline by Purchaser and metering equipment by Seller, the Seller will notify the Purchaser in writing the date for the initial delivery of water under the terms of this contract.
3. (Failure to Deliver) That the Seller 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 Purchaser with quantities of water required by the Purchaser. 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 Seller is otherwise

diminished over an extended period of time, the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

4. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification based upon the formula stated in Exhibit A. If any of the items shown as costs in Exhibit A change, Seller may immediately change the rate charged for water based upon the method of calculation stated in Exhibit A.

SELLER:
PUBLIC WATER SUPPLY
DISTRICT OF DEKALB
COUNTY

PURCHASER:
CITY OF KING CITY, MISSOURI A
MUNICIPAL CORPORATION OF THE
STATE OF MISSOURI

By: *Chris Bertchell*

By: *Robin Carlson*

Title: *President of Board*

Title: *Mayor*

ATTEST:

Maria Harris
CLERK

SEAL