

**BILL NO. 2024-015**

**ORDINANCE NO. 8639**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING THE RENEWAL OF AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:**

**Section 1.** The intergovernmental cooperation agreement attached hereto and incorporated herein by reference is approved as an obligation of this municipality.

**Section 2.** The Mayor and City Clerk are authorized and directed to execute the same and to affix the City Seal.

**PASSED, APPROVED AND ADOPTED,** this 19th day of March, 2024.

(seal)



A handwritten signature in blue ink, which appears to read "Kendall Vickers". The signature is written in a cursive style and is positioned above a horizontal line.

**KENDALL VICKERS, MAYOR**

**ATTEST:**

A handwritten signature in blue ink, which appears to read "Cynthia Dye". The signature is written in a cursive style and is positioned above a horizontal line.

**CYNTHIA DYE, CITY CLERK**

**AGENDA ITEM  
MARCH 5, 2024**

**SUBJECT:** Renewal of an agreement with CPWSD No. 1

**DEPARTMENT:** Administration

Renewal of an agreement with CPWSD to which the district provides water service to customers annexed into city limits that we are unable to service without major capital improvements.

**MANAGER NOTES:**

- This agreement is a partnership with CPWSD which allows the City to bill sewer charges based on Rural water customers' water usage. These amounts are provided by CPWSD so the City can calculate sewer charges.

**Renewal of  
Intergovernmental Cooperative Agreement  
Under Section 70.220 RSMo  
Between the City of Nevada, MO, and  
Consolidated Public Water Supply District No. 1 of  
Vernon County, Missouri.  
Section 393.015, RSMo**

**This Agreement** is entered into by and between the city of Nevada, Missouri, a Home Rule Charter Missouri municipality, the 'City', and Consolidated Public Water Supply District No. 1 Vernon County, Missouri, a Public Water Supply District organized under Chapter 247, RSMo., the "District", this 17<sup>th</sup> day of March, 2024;

**Witnesseth**, that whereas the district presently provides water service to customers outside the city limits of the City of Nevada, MO, to customers serviced prior to annexation, listed on the attached Exhibit which is incorporated herein by reference, and

**Whereas**, the City cannot presently provide water service to these customers without unacceptable cost of capital improvements needed to increase pressures and flows and the district presently has the capability and does provide service to the area, and

**Whereas**, both parties are aware of the complications imposed by 7 USC 1926, as well as sections 247.160 and 247.170, RSMo., and wish to avoid conflicts and conclude mutually acceptable accommodations,

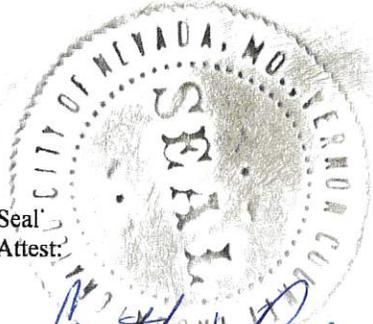
**Now therefore, it is mutually agreed that:**

1. The City will provide the sewer service and the District will provide the water service to the customers listed on the attached Exhibit which will be updated frequently upon request of either party.
2. To permit the City to bill sewer services, the district will, for a monthly fee of \$20.00, provide the City the monthly meter readings, recording the amount of water consumed by the residents listed on the attached Exhibit.
3. In conformity with section 393.015 RSMo., and with knowledge of that the full 30 days prior notice demanded by statute must be given by the city to the customer, the district will discontinue water service. Until such time as the sewer charge and related costs of termination and reestablishment of sewer and water service are paid by the customer following certification from the city that:
  - a. A customer is delinquent in paying sewer service charges, and
  - b. The City has provided more than 30 days written notice to the customer by certified mail,
  - c. And the city requests that water service be discontinued until such time as the sewer charge and related costs of termination and re-establishment of sewer and water service are paid by the customer.
4. In the event the District develops a capability in its software to issue a combined water and sewer billing. The District, upon the City's request, will bill both the water and sewer service bills and remit not less than quarterly the sewer charges to the City for an annual administrative charge not to exceed such price as is hereafter agreed, per year for all customers billed. This provision is subject to renegotiation between the parties as needed in three-year intervals after the date of this agreement.
5. City and District Official will confer and periodically meet on request of either party, to confirm the list of customers and attend to any issues related to this agreement.

6. Copies of this agreement will be recorded and filed by the City as required by Section 70.300 RSMo. This Agreement will be effective for 10 years.

In Witness Whereof, following approval by the respective governing bodies of the contracting entities, this agreement is executed to be effective the 12<sup>th</sup> day of October 2024

Seal  
Attest:



Cynthia Dye  
Cynthia Dye, City Clerk

City of Nevada, Missouri

Kendall Vickers  
Mayor, Kendall Vickers

Consolidated Public Water Supply  
District No. 1 of Vernon County,  
Missouri

Bradley Thompson  
President, Bradley Thompson

Seal  
Attest:

Ranae Luther  
Ranae Luther, District Clerk