

## **APPENDIX C**

### **NCMRWC FORMATION DOCUMENT & MEMBER LIST**

NORTH CENTRAL MISSOURI REGIONAL WATER  
COMMISSION JOINT CONTRACT

THIS JOINT CONTRACT made and entered into as of the 20<sup>th</sup> day of August, 2001, by municipalities of the State of Missouri and public water supply districts formed under the provisions of Chapter 247, RSMo., whose names are subscribed hereto (the "contracting parties"), acting pursuant to the authority conferred upon them by the Joint Municipal Utility Commission Act, being, Sections 393.705 to 393.770 Revised Statutes of Missouri, inclusive (the "Act").

WITNESSETH:

WHEREAS, each of the contracting parties owns and operates a water supply distribution system which distributes potable water at retail to inhabitants within its political boundaries; and

WHEREAS, the contracting parties desire, pursuant to the provisions of the Act, to create and become parties to a joint contract establishing a joint water commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, in order to provide for the joint development of water (including without limitation financing, construction, acquisition and operation of reservoirs, raw water, and/or water treatment and purification plants, pumping stations, pipelines and distribution facilities and resources) in whole or in part for the benefit of the inhabitants of the contracting parties;

NOW, THEREFORE, the contracting parties agree as follows:

NORTH CENTRAL MISSOURI REGIONAL WATER

COMMISSION JOINT CONTRACT

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**NOW, THEREFORE**, the contracting parties agree as follows:

ARTICLE I. EFFECTIVE DATE.

This Joint Contract shall become effective and the existence of the Commission shall commence when the three (3) initial contracting municipalities and/or public water supply districts have duly executed it.

ARTICLE II. CREATION OF COMMISSION; PURPOSE.

The contracting parties, pursuant to the Act, do hereby create a joint water commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to be known as the NORTH CENTRAL MISSOURI REGIONAL WATER COMMISSION (the "Commission"). The purpose of this Joint contract and of the Commission created hereby are, generally, to obtain for the contracting parties joint water supply facilities and potable water supplies required to meet the needs in whole or in part of such contracting parties and the residents thereof in an economic and feasible manner. It is the intent of the contracting parties to organize the commission to serve contracting municipalities and public water supply districts in North Central Missouri in order to efficiently produce and distribute safe drinking water to meet all or a part of the water supply requirements of the contracting parties in an economical and efficient manner.

ARTICLE III. DURATION OF JOINT CONTRACT; DISPOSITION OF ASSETS UPON DISSOLUTION.

The duration of this Joint Contract and the existence of the Commission shall be perpetual unless sooner terminated by a vote evidenced by resolution of the governing bodies of at least three-fourths of the contracting parties, provided, however, that this Joint Contract and the existence of the Commission may not in any event be terminated so long

as the Commission has any bonds, notes, or other obligations outstanding unless sufficient

funds have been set aside irrevocably in trust to satisfy all the outstanding bonds, notes, or other obligations of the Commission.

Upon termination of the existence of the commission the property and assets of the commission shall be divided and distributed among the municipalities and public water supply districts which are then parties to this Joint Contract in proportion to the minimum number of gallons of water subscribed for or the number of gallons of water purchased (whichever is greater for a particular year) from the commission by the contracting party totaled for the number of years such municipality or public water supply district has been a party to this Joint Contract and divided by the total number of gallons of water subscribed for or sold (whichever is greater for a particular year) by the commission to all contracting parties totaled for each year the commission has existed.

#### ARTICLE IV. WITHDRAWAL.

Any contracting party may withdraw from the Commission upon giving one year's written notice to the commission, evidenced by resolution of its governing body, and payment of all amounts in arrears for assessments or for water purchased or subscribed for; provided, that if the commission, prior to the giving of such notice, shall have incurred indebtedness in conformity with Article XII which matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until such indebtedness shall have been paid by the commission, or until sufficient funds have been set aside irrevocably in trust to satisfy such indebtedness, or, in the alternative, until the withdrawing contracting party shall have (1) paid to the commission its pro rata portion thereof, or (2) set aside sufficient funds irrevocably in trust to satisfy its pro-rata portion thereof. Any

contracting party which withdraws from the commission shall thereby forfeit any ownership interest in any project of the commission and shall not be entitled to any property or assets of the commission. Any contracting party that has given notice of withdrawal shall not be obligated for new indebtedness after giving such notice.

**ARTICLE V. AMENDMENT.**

This Joint Contract may be altered or amended by the affirmative vote of the governing bodies of each and every contracting municipality or public water supply district.

**ARTICLE VI. ADDITIONAL CONTRACTING PARTIES.**

Additional municipalities of the State of Missouri, which are cities, incorporated towns or villages, or public water supply districts formed under the provisions of Chapter 247, RSMo., which own and operate water supply systems which distribute potable water at retail to inhabitants of such municipality or public water supply district may become additional contracting parties of the Commission under this Joint Contract pursuant to a supplement to this Joint Contract, subject to the provisions of any bond resolution or other contract with holders of bonds of the Commission and subject to payment of a pro rata share of organizational, planning and other expenditures as determined by the Board.

Such supplement to this Joint Contract shall become effective when it has been approved by the governing body of each and every contracting municipality or public water supply district (including such additional contracting party), and when duly executed and delivered on behalf of all the contracting parties (including such additional contracting party).

**ARTICLE VII. BOARD OF DIRECTORS.**

a) Duties. The business and affairs of the Commission shall be governed by a Board of Directors (the "Board") in which shall be vested all of the powers vested in the Commission by this Joint Contract. The Board shall have the powers, duties and obligations set forth herein and in the Act, which duties shall include the obligation to comply or to cause compliance with the Act and with each and every term, provision, and covenant in this Joint Contract on the part of the commission to be kept or performed. The Board shall have the power to adopt rules and regulations, not inconsistent with this Joint Contract or the law of Missouri, for the management, administration and regulation of the business and affairs of the Commission, and to adopt rates for the sale of wholesale water to contracting parties.

b) Number. The Board shall consist of three (3) Directors from each contracting municipality and public water supply district which is a party hereto.

c) Appointment. The governing body of each of the contracting municipalities and public water supply districts shall appoint by resolution or ordinance three (3) Directors, who may be employees of such contracting parties. A certified copy of such resolution or ordinance shall be provided to the commission which shall constitute the qualification of such Directors. Initial appointments shall be made at the time the governing body of a contracting party authorizes the execution and delivery of this Joint Contract or supplement hereto in the case of an additional contracting party.

d) Term. The term of each Director so appointed shall continue at the discretion of the contracting party which appointed such Director and until his or her successor shall be appointed and qualified. A vacancy occurring in the Board, whether such vacancy be the

result of resignation, death, removal or disability, shall be filled within 45 days from the date the vacancy occurs by appointment by the governing body of the contracting party which appointed the Director with respect to whom the vacancy occurred, except as otherwise provided by law. Directors may be reappointed.

e) Removal. Any Director may be removed, with or without cause, at any time by the governing body of the contracting municipality or public water supply district which appointed such Director.

f) Compensation. The directors shall serve without compensation, but their travel and incidental expenses incurred on the business of the commission shall be reimbursed in such reasonable amounts as the Board may determine.

g) Executive Committee. The board shall have the power, by resolution, to appoint an Executive Committee of five or more members of the Board, two of whom shall be the Chairman and the Secretary of the Board. The Executive Committee shall hold office at the pleasure of the Board and shall exercise such powers of the Board as the Board may by resolution legally delegate to it; and it may be given the responsibility for the general direction and management of the Commission when the Board is not in session. The Executive Committee shall make rules for the calling of its meetings and the conduct of its business. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of its business. Any action taken by the Executive Committee may be vetoed within thirty days of such action by the Board. A record of all business transacted at the meetings of the Executive Committee shall be kept by the Secretary and preserved with the minutes of the meetings of the Board.



h) Accounting and Audits. The Board shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Commission's accounts, books, and financial conditions as soon as practicable after the close of each fiscal year, and a report thereon shall be submitted to the Board and to the governing body of each contracting municipality and public water supply district.

**ARTICLE VIII. MEETINGS.**

a) Organizational Meeting. The Board shall, promptly following the appointment of its directors, meet, organize and elect a Chairman, Vice-Chairman, Secretary, and Treasurer, and conduct such other business as it deems necessary. Promptly following the organizational meeting the Secretary shall notify the contracting parties in writing of the organization of the Commission.

b) Annual Meetings. An annual meeting of the Board shall be held within the first 90 days in each calendar year, at such place within the State of Missouri as shall be designated in the notice of the meeting, to elect officers, to pass upon reports for the preceding fiscal year, and to transact such other business as may come before the meeting. Failure to hold the annual meeting in any year shall not cause a forfeiture or dissolution or otherwise affect the Commission.

c) Regular Meetings. The Board may, from time to time, provide by resolution for the time and place for the holding of any regular meetings without notice to the Directors other than such resolution. Such regular meetings shall be held at least once each three months. Failure to hold regular meetings shall not cause a forfeiture or dissolution or otherwise affect the Commission.

d) Special Meetings. Special meetings of the Board may be called by the Chairman or upon written request signed by not less than three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board shall be held at such time and place as shall be fixed by the Chairman or by such directors.

e) Notice of Meetings. Written notice of the annual or of any special meeting of the Board shall be delivered to each director not less than three, nor more than 30 days, before the date fixed for such meeting, either personally, by telephone, or by regular mail, by or at the direction of the Secretary or, upon his or her default, by any director. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mails addressed to the Director at his or her address as it appears on the records of the Board, with postage thereon prepaid.

f) Waiver of Notice. Whenever any notice is required to be given to any director under the provisions of law or this Joint Contract, a waiver thereof in writing signed by such director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a director at any meeting of the Board shall constitute a waiver of notice by such director of such meeting except when such director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

g) Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any annual, regular or special meeting of the Board. The act of the majority of the directors at which a quorum is present shall be the act of the Board. In the event that a quorum is not present, a majority of the directors present may adjourn

the meeting from time to time, provided, that the Secretary shall notify any absent director of the time and place of such adjourned meeting.

**ARTICLE IX. OFFICERS.**

a) Officers. The officers of the Commission shall be a Chairman, Vice-Chairman, Secretary, and Treasurer, and may be a General Manager, and such other officers and assistant officers as may be authorized by the Board from time to time to perform such duties as may be approved by the Board. The Chairman, Vice-Chairman, Secretary, and Treasurer shall be directors, but other officers need not be directors. The duties, terms or employment, and compensation of all agents and employees of the Commission shall be fixed by the Board; provided, however, that no one shall receive any compensation for service as officers, but they shall be reimbursed for expenses as determined by the Board. Any two offices may be held by the same director, except Chairman and Secretary.

b) Initial Election of Officers. At the organizational meeting of the Commission, the directors shall elect a Chairman, Vice-Chairman, Secretary, and Treasurer who shall serve as such officers of the Commission until the next succeeding annual meeting of the commission and until their successors are elected and qualified.

c) Regular Elections and Term of Office. The officers shall be elected annually by the Board at the annual meeting of the Board. Officers may be reelected. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies or new offices may be filled at any meeting of the Board. Unless removed, each officer shall hold office until the next succeeding annual meeting of the Board or until his successor shall be elected and qualified, whichever is later.

d) Removal. Any officer, employee or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Commission will be served thereby.

e) Duties of Officers. In addition to such duties designated by the Board, the duties of the officers shall include the following:

Chairman: The chairman shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of the Commission. When and while a vacancy exists in the office of General Manager, the Chairman shall be the principal executive officer of the Commission with full responsibility for the planning, operations and administrative affairs of the Commission and the coordination thereof pursuant to policies and programs approved by the Board from time to time and shall perform such other duties as the Board may prescribe.

Vice-Chairman: The Vice-Chairman, in the absence of the Chairman, or in the event of this inability or refusal to act, shall perform the duties of the Chairman and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall also perform such other duties as may be prescribed by the Board from time to time.

Secretary: The Secretary shall maintain the official records of the Commission, including this Joint Contract, the minutes of meetings of the Board and of the Executive Committee, and a register of the names and addresses of directors and officers, and shall issue notice of meetings, and may attest and affix the corporate seal to all documents of the Commission. The Secretary shall perform such other duties as the Board may prescribe from time to time.

Treasurer: The Treasurer shall serve as the financial officer of the commission and shall be responsible for the receipt, custody, investment and disbursement of the commission's funds and securities, and he or she shall perform such other duties as the Board may, from time to time, prescribe.

General Manager: The Board may appoint a General Manager. The General Manager shall be the principal executive officer of the Commission with full responsibility for the planning, operations and administration of the affairs of the Commission and the coordination thereof pursuant to and in accordance with the policies and programs approved by the Board from time to time, and he or she shall be the agent for service of process on the Commission.

#### ARTICLE X. GENERAL POWERS.

The general powers of the Commission shall be the powers set forth in the Act and shall include the power to:

a) plan, develop, acquire, construct, reconstruct, operate, manage, dispose of, participate in, maintain, repair, extend or improve one or more projects, as that term is defined in the Act, either exclusively or jointly or by participation with electric cooperative associations, municipally owned or public utilities, or with other joint water commissions or public water supply districts, or acquire any interest in or any rights to capacity of a project, within or outside of the State of Missouri and act as an agent, or designate one or more other persons participating in a project to act as its agent, in connection with the planning, acquisition, construction, operation, maintenance, repair, extension or improvement of such project;

b) to acquire, by purchase or lease, construct, install and operate reservoirs, pipelines, wells, check dams, pumping stations, water purification plants, and other facilities for the production, wholesale distribution and utilization of water, and to lease, own or hold such real and personal property as may be necessary or convenient to carry out the purposes of its organization, provided, however, that the commission shall not sell or distribute water, at retail or wholesale, within the certificated area of a water corporation which is subject to the jurisdiction of the public service commission unless the sale or distribution of water is within the boundaries of a public water supply district or municipality which is a contracting municipality in the commission and the commission has obtained the approval of the public service commission prior to commencing such said sale or distribution of water.

c) entering into operating, franchises, exchange, interchange, pooling and other similar agreements with any person;

d) make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the commission;

e) employ agents and employees;

f) contract with any person within or outside of the State of Missouri, for the construction of any project, as defined on the Act, or for any interest therein or any right to capacity thereof, without advertising for bids, preparing final plans and specifications in advance of construction, or securing performance and payment of bonds, except to the extent and on such terms as the Board shall determine. Any contract entered into pursuant to this sub-division shall contain a provision that the requirements of Section 290.210 to 290.340 Revised Statutes of Missouri shall apply.

g) purchase, sell, exchange, treat, dispose of, transmit or distribute water or any by-product resulting therefrom, within and outside the State of Missouri, in such amounts as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities and to enter into agreements with any person with respect to such purchase, sale, exchange, disposal, or transmission, on such terms and for such period of time as the Board shall determine; provided, however, that the commission may not sell or distribute water at retail to ultimate consumers within or without the boundary limits of the contracting parties, except as approved in writing by each and every contracting party.

h) acquire, own, hold, use, lease, as lessor or lessee, sell or otherwise dispose of, mortgage, pledge, or grant a security interest in any real or personal property, commodity or service or interest therein;

i) exercise the powers of eminent domain for public use as provided in Chapter 523 RSMo., except that the power of eminent domain shall not be exercised against any electric cooperative association, municipally owned or public utility.

j) incur debts, liabilities or obligations including the issuance of bonds pursuant to the authority granted in Section 27 of Article VI of the Missouri Constitution and Article XII of this joint contract;

k) sue and be sued in its own name;

l) have and use a corporate seal;

m) fix, maintain and revise fees, rates, rents and charges for functions, services, facilities or commodities provided by the Commission;

n) make, and from time to time, amend and repeal; by-laws, rules and regulations not inconsistent with Section 393.715 RSMo. to carry into effect the powers and purposes of the commission;

o) notwithstanding the provisions of any other law, invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursements, including the proceeds from the sale of any bonds, in such obligations, securities and other investments as the Board deems appropriate;

p) join organizations, membership in which is deemed by the Board to be beneficial to accomplishment of the Commission's purposes;

q) exercise any other powers which are deemed necessary and convenient by the Board to effectuate the purposes of the commission; and

r) do and perform any authorized acts and things through or by means of an agent or by contracts with any person.

**ARTICLE XI. ACQUISITION, CONSTRUCTION, OPERATION AND MAINTENANCE OF PROJECTS.**

The Commission shall have the responsibility for the acquisition, construction, operation and maintenance of any of its projects, including any interest in facilities acquired under a co-ownership arrangement with others; provided, that in connection with any such co-ownership arrangement, the Commission may act as agent, or designate any other participant therein to act as agent, for the acquisition, construction, operation and maintenance of such projects on behalf of all the participants therein.



**ARTICLE XII. FINANCING OF PROJECTS.**

The Commission may finance any of its projects in such manner as the board shall authorize by resolution, which may include grants or loans from any governmental agency, or from any commercial lending institutions, and/or including the issuance of revenue bonds. Provided, however, that the Commission may not incur any long-term debts or financial obligations without the approval of at least seven (7) directors. Revenue bonds and other indebtedness of the Commission shall not be the debts, liabilities or obligations of the contracting municipalities and public water supply districts and neither the faith and credit nor the taxing power of the contracting parties shall be pledged to the payment of such indebtedness or revenue bonds.

**ARTICLE XIII. ANNUAL BUDGET: SUBSCRIPTION FOR WATER.**

The Board shall prepare and submit to each contracting municipality and public water supply district, not later than 60 days prior to the commencement of each fiscal year, other than the initial fiscal year, an itemized annual budget which shall set forth in reasonable detail the estimated receipts and expenditures relating to the Commission for such year. Each contracting municipality and public water supply district, upon becoming a party to this Joint contract, shall subscribe to the Commission in writing for a minimum number of gallons of water which it intends to purchase from the Commission on an annual basis. Provided, however, that the three initial contracting parties will not be required to subscribe for a minimum number of gallons until the Commission has developed a capability to supply water to the Contracting Parties at a specified price. Each contracting party may, at any meeting of the Board prior to the start of the commission's fiscal year amend such subscription with the approval of the Board.

The Board may amend the annual budget at any time during the fiscal year.

**ARTICLE XIV. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

No Director shall be personally liable for any actions or procedures of the Board.

Each Director and officer of the Commission, whether or not then in office, shall be indemnified by the Commission against all costs and expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she may be involved or to which he or she may be made a party by reason of his or her being or having been such director or officer, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for willful or wanton negligence or willful or wanton misconduct in the performance of duty. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if the commission is advised in writing by its counsel that in his or her opinion the person indemnified did not commit such willful or wanton negligence or misconduct in the performance of duty. The foregoing right of indemnification shall not be exclusive of other rights to which such director or officer may be entitled as a matter of law or by agreement.

**ARTICLE XV. PRINCIPAL PLACE OF BUSINESS.**

The principal place of business of the Commission shall be at Milan, Missouri until such time as the Board shall determine otherwise.

**ARTICLE XVI. SEAL.**

The corporate seal of the Commission shall be in the form of a circle and have inscribed thereon the name of the Commission and the words "Corporate Seal", together with such insignia, if any, as the Board may authorize.

**ARTICLE XVII. CONTRACTS.**

Except as otherwise provided by law, the Commission may authorize any officer, agent or employee to enter into any contract, or to execute and deliver any instrument, in the name and on behalf of the Commission.

**ARTICLE XVIII. CHECKS, DRAFTS, ETC.**

All checks, drafts or other orders for payment of money, and all bonds or other evidences of indebtedness issued in the name of the commission, shall be signed by such officer or officers, agents, or employees of the commission and in such manner as shall from time to time be determined by the resolution of the Board of Directors of the Commission.

**ARTICLE XIX. FISCAL YEAR.**

The fiscal year of the Commission shall commence on the first day of January and end on the last day of December in each year. The Board may change the fiscal year.

**ARTICLE XX. INTEREST OF CONTRACTING PARTIES.**

Subject to Article IV hereof, the ownership interest of each contracting municipality and public water supply district in a project of the Commission shall be determined in the same proportion as set forth in Article III for determining the distribution of assets upon termination of the Commission.

**ARTICLE XXI. SERVICES OF CONTRACTING PARTIES.**

In the performance of its duties the Board may utilize the services of any officer or employee of a contracting municipality or public water supply district with the approval of the governing body of such contracting municipality or public water supply district,

provided, however, that said contracting party may bill the Commission for, and the Commission shall pay, the reasonable cost of said services.

**ARTICLE XXII. INFORMATION FROM CONTRACTING PARTIES.**

Upon the request of the Commission, elected and appointed officers and employees of the contracting municipalities and public water supply districts shall promptly furnish information, statistics and reports under their control to the Commission and shall otherwise cooperate with the Commission.

**ARTICLE XXIII. NOTICES.**

Any formal notice, demand or request provided for in this Joint Contract shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons and at the addresses provided in writing to the Commission.

**ARTICLE XXIV. SEVERABILITY.**

In the event that any of the terms, covenants or conditions of this Joint Contract or their application shall be held invalid as to any person, corporation or circumstance by any Court having jurisdiction, the remainder of this Joint Contract and the application and effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

**ARTICLE XXV. DUPLICATE ORIGINALS.**

This Joint Contract may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the contracting municipalities and public water supply districts have caused this Joint Contract to be signed and executed by signing the signature page by and through authority of the governing board of each contracting party.

SIGNATURE PAGE

This is the signature page of the City of Green City, Missouri to that certain Joint Contract creating the North Central Missouri Regional Water Commission. Signed by authority of the governing board of the City of Green City, Missouri.

Date: August 20, 2001

John Jerome  
Mayor of City of Green City, Missouri

(SEAL)

ATTEST:

Debra Kent  
City Clerk

BILL NUMBER 604

ORDINANCE NUMBER 604

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY OF GREEN CITY, MISSOURI, TO ENTER INTO NORTH CENTRAL MISSOURI REGIONAL WATER COMMISSION JOINT CONTRACT, AUTHORIZING THE MAYOR TO SIGN SAID CONTRACT ON BEHALF OF THE CITY OF GREEN CITY, MISSOURI, AND DESIGNATING THREE PERSONS TO SERVE AS DIRECTORS ON THE BOARD OF THE JOINT WATER COMMISSION.

Be it ordained by the board of aldermen of the City of Green City, Missouri, as follows:

SECTION ONE  
JOINT WATER COMMISSION

The City of Green City, Missouri, shall become a party to a joint contract establishing a Joint Water Commission and the Mayor is hereby authorized to sign the North Central Missouri Regional Water Commission Joint Contract, in the form attached hereto as Exhibit A, on behalf of the City of Green City, Missouri.

SECTION TWO  
DESIGNATION OF DIRECTORS OF JOINT WATER COMMISSION BOARD

Alderman Dennis Fude, Alderman Star Shinafelt, and Patrick Wilson are hereby designated and appointed to serve on behalf of the City of Green City, Missouri, as directors on the board of the Joint Water Commission.

SECTION THREE  
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED AND APPROVED this 20<sup>th</sup> day of August, 2001.

Lois Jerome  
Lois Jerome, Mayor

ATTEST:

Peggy Kent  
Peggy Kent, City Clerk

(SEAL)

**CERTIFICATE OF TRUE COPY**

STATE OF MISSOURI    )  
                                  ) ss.  
COUNTY OF SULLIVAN )

I, Peggy Kent, City Clerk of the City of Green City, Missouri, do hereby certify that the instrument of writing hereto attached is full, true and correct copy of Ordinance No. 604 as the same appears of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the Seal of the City of Green City, Missouri.

Done at my office in Green City, Missouri, this 20<sup>th</sup> day of August, 2001.

  
\_\_\_\_\_  
Peggy Kent, City Clerk

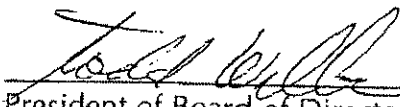


SIGNATURE PAGE


This is the signature page of the Public Water Supply District #1 of Sullivan County, Missouri to that certain Joint Contract creating the North Central Missouri Regional Water Commission. Signed by authority of the governing board of the Public Water Supply District #1 of Sullivan County, Missouri.

Date: August 21, 2001

(SEAL)

  
\_\_\_\_\_  
President of Board of Directors of Public  
Water Supply District #1 of Sullivan  
County, Missouri

ATTEST:

  
\_\_\_\_\_  
Board Secretary/Clerk

CERTIFIED COPY OF RESOLUTION

Board of Directors

Public Water Supply District No. 1 of Sullivan County, Missouri

I, Glenda Tipton, hereby certify that I am the District Clerk of Public Water Supply District No. 1 of Sullivan County, Missouri, and I further certify that at a meeting of the Board of Directors on the 7<sup>th</sup> day of August, 2001, a quorum being present and voting thereon, the following resolution was unanimously adopted; that the following is a full, true, and correct copy of such resolution as it appears in the minutes for the meeting; that such resolution has not been rescinded or modified; and that such resolution is now in full force and effect:

Whereas, this Board has worked with the representatives of Milan and Green City to create a regional water commission under provisions of the Joint Municipal Utility Act in the Missouri statutes; and

Whereas, a joint contract has been prepared for that purpose by Jack Peace, who is a member of the Andereck, Evans, Milne, Peace and Johnson law firm with an office in Trenton, Missouri; and

Whereas, the current draft of the proposed joint contract is now satisfactory with all three parties; and

Whereas, this Board is entitled to appoint three members of the board of directors for the new regional water commission;

Now, Therefore, Be It Resolved that the North Central Missouri Regional Water Commission Joint Contract is hereby approved and confirmed; and

Be It Further Resolved that the president of this Board, Todd Williams, is hereby authorized to sign the Joint Contract on behalf of the District, together with any other documents needed to complete the creation of the Regional Water Commission; and

Be It Further Resolved that following persons are hereby appointed as directors of the Regional Water Commission:

Zane Klein for a term ending August, 2002,


Todd Williams for a term ending August, 2003, and

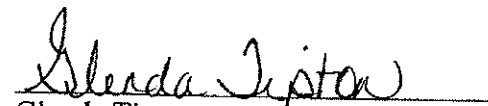
Bobby Williams for a term ending August, 2004; and

Be It Further Resolved that a copy of the Joint Contract be attached to and made a part of the minutes for this meeting.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal on this 20<sup>th</sup> day of August, 2001.

Attest:

  
Todd Williams  
President

  
Glenda Tipton  
District Clerk

SIGNATURE PAGE

This is the signature page of the City of Milan, Missouri to that certain Joint Contract creating the North Central Missouri Regional Water Commission. Signed by authority of the governing board of the City of Milan, Missouri.

Date: 8/20/01

(SEAL)

David Wilson  
Mayor of City of Milan, Missouri

ATTEST:

Michelle Thomas  
City Clerk

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY OF MILAN TO EXECUTE AN AGREEMENT TO JOIN THE NORTH CENTRAL MISSOURI REGIONAL WATER COMMISSION.

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

SECTION 1: That the Mayor is authorized and directed to execute the North Central Missouri Regional Water Commission Joint Contract thereby becoming a party to a joint water commission pursuant to the Joint Municipal Utility Commission Act being Sections 393.705 to 393.770, Revised Statutes of Missouri.

SECTION 2: That said North Central Regional Water Commission Joint Contract provides that each contracting municipality shall appoint three (3) directors to the commission.

SECTION 3: That this ordinance shall be in full force and effect from and after its passage.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

READ THREE TIMES AND PASSED THIS 6TH DAY OF AUGUST, 2001.

David Wilson  
Mayor & Ex-Officio Chairman of the Board of Aldermen

ATTEST:

Michelle Thues  
City Clerk

APPROVED THIS 6TH DAY OF AUGUST, 2001.

David Wilson  
Mayor

ATTEST:

Michelle Thues  
City Clerk



NORTH CENTRAL MISSOURI REGIONAL WATER PROJECT

To: Jack Peace

From: Don Summers

Re: Amendment 1 to NCMRWC Joint Contract

I am sending you a copy of minutes from the February 10, 2003 meeting where Amendment 1 was approved. The members are beginning to appoint alternates and I would like to provide them and current members with an updated Joint Contract. Thank you.

Minutes of NRWC Meeting held February 10, 2003 at Sullivan County Rural Water Office in Milan, Missouri.

Those present were Pat Wilson, Don Summers, Todd Williams, Eldon Head, Ed Maulsby, Rick Gardner, Bobby Williams, Lois Jerome, Don Reid, Dr. Kyle Kent, Paul Ruschmeier, and Don Novak and Andy Slaughterback with Burns and McDonald Engineering.

Meeting called to order by president Wilson at 6:30 PM.

Mr. Novak submitted a letter concerning the foundation for the dam which stated the sand problem was a normal situation for our part of the country.

A map of existing water plants in north central area was shown also discussion on Rathburn Lake as being a more economical source other than having a resource in Missouri would be better.

Zane Klein entered the meeting.

The engineers showed the members charts illustrating future usage forecasts for three different areas based on past growth and usages. Their next trip will document alternative sources in attempting to justify the size structure.

Motion to approve minutes of January meeting by Todd Williams, seconded by Klein with all voting yes.

Liability insurance bid from Hawkins Insurance covering Mr. Summers \$241/year total commission \$675/year total for both \$916./year motion by Klein seconded by Maulsby to purchase both policies with all voting yes.

A motion to approve expenses for past month (see attached list) by Gardner, seconded by Todd Williams with all votes yes.

Mr. Summers met with Jerry Lane with Public Drinking Water about grants in the amount of \$10000 each and a suggestion that each Comm. Entity go back to their boards. He also met with Charles Zitnik with Kirkpatrick-Pettes about bonding and raising funds. He also met with Senator Bond, also Talents and Klindt's offices. Also met with Sen. Bond and his chief of staff for Missouri in Columbia. Mr. Summers also met with the Milan City Council and the new staff at Grteen Hills Regional Planning.

Following attorney Peace's advice a motion to add alternate members provision was made by Gardner, seconded by B. Williams with all voting yes.

Klein made a motion to give new alternates packets of back information with Maulsby seconding and all voting yes.

Jerome motion to adjourn meeting with Gardner second. All votes yes at 8:48 PM

**North Central Missouri Regional Water Commission**  
**P.O. Box 164, 201 N. Market Street**  
**Milan, MO 63556**  
**660-265-4448 office/660-265-4450 fax**  
**[nmo@windstream.net](mailto:nmo@windstream.net)**

**MEMBERS AND THEIR REPRESENTATIVES CONTACT INFORMATION**  
**June 2012**

**Officers: Bobby Williams, Chairman (Sullivan Co Public Water Supply Dist #1)**  
**Kathie Clay, Vice-Chairman (Green City)**  
**Jeanna Johnson, Secretary (Green Castle)**  
**Rick Gardner, Treasurer (Milan)**

**General Manager: Brad Scott**

[bradscott@embarqmail.com](mailto:bradscott@embarqmail.com)  
10225 S. Main Entrance Rd  
Lake Lotawana, MO 64086  
Home: 816-578-5930  
Cell: 816-590-0264

**Office Manger: Ellen Hodge**

[roanridge@gmail.com](mailto:roanridge@gmail.com)  
19391 Highway Y  
Milan, MO 63556  
Home: 660-265-4843  
Cell: 660-342-2547

**City of Green City**

P.O. Box 235  
4 South Green Street  
Green City, Mo. 63545  
[city@nemr.net](mailto:city@nemr.net)  
660-874-4219; 660-874-5813 (fax)

regular meetings-1<sup>st</sup> & 3<sup>rd</sup> Tuesdays

**Mr. Richard Page, Mayor**  
112 Pershing Street  
Green City, MO 63545  
[rlpage@earthlink.net](mailto:rlpage@earthlink.net)  
Home: 660-874-5059  
Cell: 660-988-8490

**Mrs. Kathie Clay**  
325 W. 1<sup>st</sup> Street  
Green City, MO 63545  
[claykathie1@hotmail.com](mailto:claykathie1@hotmail.com)  
Home: 660-874-4294  
Cell: 660-

**Mr. Robert Couch**  
118 Wilson Street  
Green City, MO 63545  
[bcouch@nemr.net](mailto:bcouch@nemr.net)  
Home: 660-874-4291

**Mr. Doug Kelley (alternate)**  
17643 Hwy YY  
Green City, MO 63545  
[dkelley@nemr.net](mailto:dkelley@nemr.net) or  
[scbridge@windstream.net](mailto:scbridge@windstream.net)  
Home: 660-874-5045  
Work: 660-265-3434

**Mr. Jim Johnson (alternate)**  
P.O. Box 326  
Green City, MO 63545  
[Jim2glenda@yahoo.com](mailto:Jim2glenda@yahoo.com)  
Home: 660-874-4563



## **City of Milan**

P.O. Box 247  
212 East 2<sup>nd</sup> Street  
Milan, Mo. 63556  
[milan@nemr.net](mailto:milan@nemr.net)  
660-265-4491; 660-265-3005 (fax)

regular meetings-1<sup>st</sup> & 3<sup>rd</sup> Mondays

**Mr. Rick Gardner**  
312 S. Main Street  
Milan, Mo. 63556  
[rgardner76@windstream.net](mailto:rgardner76@windstream.net)  
Home: 660-265-3989  
Cell: 660-265-8671

**Mr. James Onello**, City Administrator  
200 E. 5<sup>th</sup> Street  
Milan, MO 63556  
[cityadm@nemr.net](mailto:cityadm@nemr.net)  
Home: 660-234-5204 (cell)  
Work: 660-265-4420

**Mr. Ray Scott**  
421 N. Mack Street  
Milan, MO 63556  
[luk3165@windstream.net](mailto:luk3165@windstream.net)  
Home: 660-265-3659  
Cell: 660-265-6215

**Mr. Nelson Ford** (alternate)  
223 South Broadway  
Milan, MO 63556  
[ngford@hotmail.com](mailto:ngford@hotmail.com)  
Home: 660-265-3588  
Cell: 660-265-8056

## **Sullivan County Public Water Supply District No. 1**

P.O. Box 10  
1108 South Pearl Street  
Milan, Mo. 63556  
[gdtip@nemr.net](mailto:gdtip@nemr.net) (clerk's email address)  
660-265-4811; 660-265-4856 (fax)

regular meeting-1<sup>st</sup> Tuesday

**Mr. Bobby Williams** (water district manager)  
49275 Pine Oak Road  
Milan, Mo. 63556  
[blwil@hotmail.com](mailto:blwil@hotmail.com)  
Home: 660-265-3906  
Cell: 660-265-5602

**Mr. Todd Williams**  
45108 Violet Road  
Browning, MO 64630  
[genicbug@grm.net](mailto:genicbug@grm.net)  
Home: 660-673-6225

**Mr. Justin Oaks** (water district president)  
17987 Ash Drive  
Harris, MO 64645  
[justin.oaks@plantpioneer.com](mailto:justin.oaks@plantpioneer.com)  
Home: 660-794-6187

**Mr. Mike Gray** (alternate)  
56408 Hwy VV  
Green City, MO 63545  
[janiegray@hotmail.com](mailto:janiegray@hotmail.com)  
Home: 660-874-5744

**Mr. James Catlett** (alternate)  
63291 Newgate Rd  
Green City, MO 63556  
[catlett@nemr.net](mailto:catlett@nemr.net)  
Home: 660-874-4449

**Mr. Marvin Reed** (alternate)  
PO Box 97, 33345 Inn Dr  
Winigan, MO 63566  
[mgrcr@nemr.net](mailto:mgrcr@nemr.net)  
Home: 660-857-4743

## **City of Green Castle**

P.O. Box 58  
Green Castle, MO 63544  
[grcach@nemr.net](mailto:grcach@nemr.net)  
660-874-4717

regular meetings-Thursdays

**Mr. Ervan Dolan, Mayor**  
165 Wilhite Street  
Green Castle, MO 63544  
[dolans4@nemr.net](mailto:dolans4@nemr.net)  
Home: 660-874-4068  
Cell: 660-216-5008

**Ms. Jeanna Johnson**  
110 Green Street  
Green Castle, MO 63544  
[jeannaj@nemr.net](mailto:jeannaj@nemr.net)  
Home: 660-874-4307  
Cell: 660-265-5699

**Mrs. Mary Craig** (city attorney)  
600 Lincoln  
Green Castle, MO 63544  
[bcd farms@nemr.net](mailto:bcd farms@nemr.net)  
Home: 660-874-4626

**Mr. Billy White** (alternate)  
480 W. South  
Green Castle, MO 63544  
Home: 660-874-4836

**Mr. Greg Dobrinske** (alternate)  
108 N. Oklahoma Street  
Green Castle, MO 63544  
Home: 660-874-4720

**Mrs. Kathy Clawson** (alternate)  
110 Webster Street  
Green Castle, MO 63544  
Home: 660-874-4877

## **ASSOCIATE MEMBERS:**

### **Adair County Public Water Supply District No. 1**

P.O. Box Q  
1120 North Green Street  
Kirksville, Mo. 63501  
Work: 660-665-4280  
[adairwater@cableone.net](mailto:adairwater@cableone.net)

**Mr. Dennis Brawner**  
15166 Stokes Rd  
Kirksville, MO 63501  
[adairwater@cableone.net](mailto:adairwater@cableone.net)  
Home: 660-665-5957  
Cell: 660-341-1282

**Mr. Dwight Hart**  
30451 State Highway A  
Greentop, MO 63546  
[dhart@marktwain.net](mailto:dhart@marktwain.net)  
Home: 660-949-2499

### **Public Water Supply District No. 1 of Grundy Co.**

**Ms. Karen Rorebeck**  
% Grundy Electric Co-Op, Inc.  
4100 Oklahoma Avenue  
Trenton, Missouri 64683  
[krrobeck@grundyec.com](mailto:krrobeck@grundyec.com)  
Work: 660-359-3941

**Mr. Dale Johnson**  
700 NW 45<sup>th</sup> Avenue  
Trenton, MO 64683  
Home: 660-485-6310

## **City of Kirksville**

201 South Franklin Street  
Kirksville, Mo. 63501  
660-627-1225

**Ms. Mari Macomber** [mmacomber@kirksvillecity.com](mailto:mmacomber@kirksvillecity.com) (city manager)  
**Mr. John Buckwalter** [jbuckwalter@kirksvillecity.com](mailto:jbuckwalter@kirksvillecity.com) (public works director)