

**ALBERTY, DEVENY & BROWN,  
ATTORNEYS AT LAW, LLC**

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(660) 397-2218  
FAX NUMBER:  
(660) 397-3405

November 13, 2006

Ms. Colleen M. Dale  
Secretary/Chief Regulator Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

**FILED**

NOV 14 2006

Missouri Public  
Service Commission

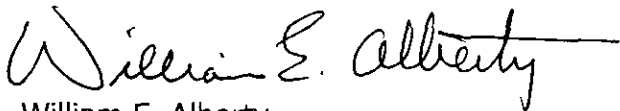
**Re: Application of Consolidated Public Water Supply District #1 of Clark  
County, Missouri and City of LaGrange, Missouri for Approval of  
Territorial Agreement**

Dear Ms. Dale:

Enclosed please find the original and eight (8) copies of a Joint Application of Consolidated Public Water Supply District #1 of Clark County, Missouri, and the City of LaGrange, Missouri, for approval of a Territorial Agreement pursuant to Section 247.172 RSMo. Also enclosed please find a check in the amount of Two Hundred Fifty Dollars (\$250.00) for the filing fees from Consolidated Public Water Supply District #1 of Clark County, Missouri and a check for Two Hundred Fifty Dollars (\$250.00) for the filing fees from the City of LaGrange, Missouri.

If you should require anything additional for processing the Joint Application at this time, please let me know.

Very truly yours,



William E. Alberty

WEA/slh  
Encls.

cc: Mr. Jeffery R. Curl  
Mr. Bob Blessing

FILED

NOV 14 2006

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Missouri Public  
Service Commission

*In the Matter of the Application of the* )  
*Consolidated Public Water Supply District* )  
*No. 1 of Clark County, Missouri and the* )  
*City of LaGrange, Missouri for Approval of a* ) Case No. \_\_\_\_\_  
*Territorial Agreement Concerning* )  
*Territory Encompassing Part of Lewis* )  
*County, Missouri* )

**JOINT APPLICATION**

**COME NOW** CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF  
CLARK COUNTY, MISSOURI and the CITY OF LaGRANGE, MISSOURI, and pursuant to  
Section 247.172 RSMo., state as follows:

1. Applicant CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF  
CLARK COUNTY, MISSOURI, (hereinafter referred to as "District") is a Public Water  
Supply District organized and existing under the provisions of Section 247.010 to  
247.220 of the statutes of the State of Missouri with its principal office, place of  
business and mailing address being P. O. Box 307, Williamstown, Missouri 63474. The  
District operates a water system within its boundaries in Clark, Lewis, Knox and  
Scotland Counties, Missouri. The District's fax number is 573-853-4510 and telephone  
number is 573-853-4343.

2. Applicant City of LaGrange, Missouri (hereinafter referred to as "City") is a  
Special Charter City located in Lewis County, Missouri, organize and existing under the  
provisions of Chapter 81 of the Statutes of the State of Missouri and its principal office  
and place of business is 118 South Main Street, LaGrange, Missouri 63448. The City

owns and operates a water system within its boundaries in Lewis County, Missouri.

City's fax number is 573-655-4930 and telephone number is 573-655-4301.

3. Correspondence, communications, orders and decisions of the Commission in regard to this Application should be sent to the following:

William E. Alberty, Esq.  
David M. Brown, Esq.  
Alberty, Deveny and Brown  
Attorneys at Law, L.L.C.  
P. O. Box 218  
Edina, Missouri 63537-0218  
Telephone number 660-397-2218  
Fax number 660-297-3405  
Attorney for District

Jeffery R. Curl, Esq.  
Curl & Hark, L.L.C.  
Attorneys at Law  
999 Broadway  
Hannibal, Missouri 63401  
Telephone number 573-221-7333  
Fax number 573-221-8824  
Attorney for City

4. On May 4, 2006 Applicants entered into a Territorial Agreement thereafter memorialized (hereinafter referred to as "The Agreement") pursuant to Section 247.172 RSMo. A copy of the Agreement including Exhibits attached to the Agreement, are attached hereto and made a part hereof as Exhibit "A" and incorporated herein by reference as fully as if set forth herein verbatim.

5. The Agreement specifically designates the boundaries of the water service areas of District and City. The Agreement also sets forth any and all powers granted to District by City to operate within the corporate boundaries of the City and any and all powers granted to City to operate within the boundaries of the District.

6. No present change will be made to the water service of any person

currently served by the District or City by the terms of this Agreement. The District and City are unaware of any people whose water service could potentially in the future be changed by the Agreement. Those water service customers of the City located within the water service area of the District are listed on attached Exhibit "B".

7. The existing water rates for water service customers of the District are shown in Exhibit "C" attached hereto and the existing water rates for the water service customers of the City are shown on Exhibit "D" attached hereto.

8. The Agreement will enable applicants to avoid wasteful duplication of services and undue cost to their customers and is not, therefore, detrimental to the public interest.

9. The Agreement in no way affects or diminishes the rights of duties of any water supplier not a party to the Agreement to provide service within the boundaries designated in the Agreement.

10. Neither applicant has any pending action or final unsatisfied judgments or decisions against it from any State or Federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

11. No annual report or assessment fees are overdue from either applicant.

**WHEREFORE,** Applicants request the Commission, pursuant to Section 247.172 RSMo. to approve by report and order the aforesaid Territorial Agreement entered into between the District and the City.

Respectfully submitted,

By: William E. Alberty  
William E. Alberty, #20877  
Alberty, Deveny & Brown  
Attorneys at Law, LLC  
215 North Main Street  
P. O. Box 218  
Edina, Missouri 63537-0218  
(660) 397-2218

ATTORNEY FOR DISTRICT

Wayne Welker  
**Wayne Welker**, President  
Clark County Public Water Supply  
District No. 1 of Clark County, Missouri

Respectfully submitted,

By: Jeffery R. Curl  
Jeffery R. Curl  
Curl & Hark, L.L.C  
Attorneys at Law  
999 Broadway  
Hannibal, Missouri 63401  
(513) 221-7333

ATTORNEY FOR CITY OF LaGRANGE

Theresa Gunsauls  
**Theresa Gunsauls**, Mayor  
City of LaGrange, Missouri

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF CLARK     )

**Wayne Welker**, of lawful age, being duly sworn states that he is the President of Applicant Consolidated Public Water Supply District No. 1 of Clark County, Missouri, that he has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to his best information and belief.

Wayne Welker  
**WAYNE WELKER**

Subscribed and sworn to before me this 10<sup>TH</sup> day of OCTOBER, 2006.

Robert L. Blessing  
NOTARY PUBLIC

My Commission Expires:



ROBERT L. BLESSING  
Lewis County  
My Commission Expires  
March 20, 2007

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF LEWIS     )

**Theresa Gunsauls**, of lawful age, being duly sworn states that she is the Mayor of the City of LaGrange, Missouri, that she has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to his best information and belief.

Theresa Gunsauls  
**THERESA GUNSAULS**

Subscribed and sworn to before me this 23<sup>RD</sup> day of October, 2006.

Patricia A. Spindler  
NOTARY PUBLIC

My Commission Expires:

Patricia A. Spindler  
Notary Public  
State of Missouri  
Commission Expires October

EXHIBIT A  
**AGREEMENT**

**I. ANNEXED TERRITORY**

The parties agree as follows regarding the Annexed Territory:

1. The City will provide all water and sewer services to customers located within the Annexed Territory.
2. As of the Effective Date, the Annexed Territory will be permanently detached from the Water District, subject to the approval of any State or Federal government agency that may be required, on the terms and conditions set out in this Agreement. The Effective Date shall be considered the date that final approval of this Agreement is received from all required courts and state and federal governmental agencies or departments.
3. As consideration for the Water District's agreement to detach the Annexed Territory, the City will pay the Water District, on or before the 15<sup>th</sup> day of each month twenty percent (20%) of the actual collected water service fees billed and collected within the Annexed Territory during the previous month (each a "Detachment Payment") subject to the provisions of Section III.2 herein.
4. The Water District has previously agreed that the City at its election, is granted full license, authority and right to provide sewer service to the Annexed Territory without being required to make any payment to the Water District, and that agreement is hereby confirmed.
5. This Agreement is entered into under the provisions of §247.165.1, RSMo, as amended, and any subsequent amendments to or termination of this Agreement or the transfer or assignment of this Agreement or any of the rights and obligations of either party must be approved by order and judgment of the Circuit Court.
6. When the Circuit Court has entered its order and judgment approving this Agreement, the parties will sign and file any documents reasonable or necessary in connection with implementing this Agreement.

**II. TERRITORIAL AGREEMENT**

As a further part of the Consideration for this agreement and in order to address all customer service related issues presently existing between the parties, the City and the Water District agree as follows:

1. At the time of the execution of the Agreement, the City is providing water service to fifteen (15) customers located within the Water District's Territory and outside of the current City limits including the newly annexed territory. A list of said customers being attached hereto, marked Exhibit A, and incorporated herein by reference.

2. The City will continue to provide water service and in the future may provide sewer service to such customers, at its election.
3. As of the Effective Date, the City will pay the Water District, on or before the 15<sup>th</sup> day of each month, twenty percent (20%) of the actual water service fees billed and collected from each customer during the previous month (Existing Customer Payment), subject to the provisions of Section III.2 herein.
4. This agreement is entered into under the provisions of Section 247.172, RSMo, as amended.

### **III. MATTERS PERTAINING TO SECTIONS I AND II ABOVE**

1. The maximum amount the City shall pay to the Water District during any one calendar year under the provisions of Sections I and II above (including all additional fees generated in the future accordance with these provisions) shall not exceed a maximum of Seventeen Thousand (\$17,000.00).
2. The City will continue making Detachment Payments and Existing Customer Payments to the Water District until the first of the following occurs, at which time all payment obligations shall terminate:
  - i. until the Water District no longer has any outstanding loans or grants from the United States Department of Agriculture Farmers Home Administration and its successor, USDA Rural Development, and/or its successors; or
  - ii. subject to the existing Federal law during the term of this contract.
3. Upon the Water District's written request, but not more frequently than semi-annually, the City will provide the Water District with supporting documentation for the calculation of the Detachment Payments and Existing Customer Payments for the period of time since the Water District's last request.
4. On the annual anniversary date of this Agreement, the Water District shall provide the City with written verification and documentation from the United States Department of Agriculture Farmers Home Administration or its successor, of all outstanding loans or grants to the Water District.

### **IV. FUTURE ANNEXED TERRITORY**

The parties agree that if the City should annex additional territory in the future that falls within the Water District's service area that is not receiving water or sewer services from the Water District, or if individuals located outside of the City limits and within the Water District service area that is not receiving water or sewer services from the Water District, the parties will cooperate in establishing water and sewer service and detachment agreements substantially consistent with the agreement contained herein and with the laws of the United States of America and the State of Missouri which are in effect at that time.

### **V. MISCELLANEOUS**



1. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties and approved the parties' respective governing bodies.
2. This Agreement is binding upon the parties and their successors and assigns.
3. This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated in this Agreement, and it supersedes all prior discussions, understandings or agreements between the parties.
4. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Missouri, without regard to principles of conflict of laws.
5. All notices, consents and other communications under this Agreement must be in writing and personally delivered, or mailed by first class, registered or certified mail, return receipt requested, postage prepared to:

City Hall  
118 S. Main  
LaGrange, Missouri 63448  
Attn: Patty Spindler, City Clerk

or to such other address as may have been furnished by the City to the Water District in writing, with a copy to:

Jeffrey R. Curl, Esq.  
Curl & Hark, L.L.C.  
Attorneys at Law  
999 Broadway  
Hannibal, Missouri 63401

If to the Water District:

Consolidated Public Water Supply District #1  
of Clark County, Missouri  
P.O. Box 307  
Williamstown, Missouri 63473

or to such other address as may have been furnished by the Water District to the City in writing, with a copy to:

William E. Alberty, Esq.  
Alberty Deveny and Brown  
Attorneys at Law L.L.C.  
P.O. Box 218  
Edina, Missouri 63537-0218

Any notice, request, consent or other communications is deemed received when it is personally delivered to (or refused by) the other party, or on the third business day after it is deposited in the United States mail, as the case may be.

6. Each party will pay its own attorneys' fees and costs incurred in the preparation of this Agreement, and in obtaining approval of any State or Federal government agency or Court that may be required of it.

IN WITNESS WHEREOF, the parties have caused five copies of this Agreement to be duly executed, each of which will constitute an original, acting under the authority of their respective governing bodies.

CITY OF LAGRANGE, MISSOURI

CONSOLIDATED PUBLIC WATER SUPPLY  
DISTRICT #1 OF CLARK COUNTY,  
MISSOURI

By: Theresa Gunsauls  
Theresa Gunsauls, Mayor

By: Wayne Welker  
Wayne Welker, President

ATTEST:

Patty Spindler  
Patty Spindler, City Clerk

(SEAL)

ATTEST:

Lynn Jones  
Lynn Jones, Clerk

(SEAL)

EXHIBIT A

Property Owner	Address	Meter Location	Service	Connection	Notes	Monthly Usage	Cost	20%
Judy Kurk	33519 250th St	Out	1962	5/31/1989	H new owner	3080	\$12.74	\$2.55
Susan Murphy	33463 250th St	Out	1962	5/31/1989	H new owner	17550	\$33.34	\$6.67
Kenneth Cramsey	24861 South West St	Out	1962	11/21/1963		3490	\$12.74	\$2.55
Ruth Miner	24559 South West St	Out	1962	11/13/1962		1880	\$9.28	\$1.86
Michael Cramer	24459 South West St	Out	1962	9/28/2001	H new owner	9450	\$18.86	\$3.77
Heather Youngblood	33321 245th St	Out	1962	7/18/2005	H new owner	Not On	\$0.00	\$0.00
Kenny Brocksmith	33228 State Hwy C	Out	1966	5/7/1968		3560	\$12.74	\$2.55
Earl Feldkamp	33248 State Hwy C	Out	1966	7/28/1968		3570	\$12.74	\$2.55
Jerry Logsden	33120 State Hwy C	Out	1966	11/11/1966		5520	\$15.99	\$3.20
Todd Logsden	33124 State Hwy C	Out	1966	9/18/2005	New	3520	\$12.74	\$2.55
LaGrange Christian Church	State Hwy C	Out	1966	3/18/2004	New	400	\$7.43	\$1.49
Ron Six	33147 State Hwy C	Out	1964	5/17/1964		3210	\$12.74	\$2.55
City Property	State Hwy C	Out	1966		City Owned		\$0.00	\$0.00
Ball Park	State Hwy C	Out	1966		City Owned		\$0.00	\$0.00
Graveyard	State Hwy C	Out	1966		City Owned		\$0.00	\$0.00
							<b>Total</b>	<b>\$32.27</b>

## EXHIBIT B

<b>Property Owner</b>	<b>Address</b>	<b>Meter Location</b>	<b>Service</b>	<b>Connection</b>	<b>Notes</b>	<b>Monthly Usage</b>	<b>Cost</b>	<b>20%</b>
Judy Kurk	33519 250th St	Out	1962	5/31/1989	H new owner	3080	\$12.74	\$2.55
Susan Murphy	33463 250th St	Out	1962	5/31/1989	H new owner	17550	\$33.34	\$6.67
Kenneth Cramsey	24861 South West St	Out	1962	11/21/1963		3490	\$12.74	\$2.55
Ruth Miner	24559 South West St	Out	1962	11/13/1962		1880	\$9.28	\$1.86
Michael Cramer	24459 South West St	Out	1962	9/28/2001	H new owner	9450	\$18.86	\$3.77
Heather Youngblood	33321 245th St	Out	1962	7/18/2005	H new owner	Not On	\$0.00	\$0.00
Kenny Brocksmith	33228 State Hwy C	Out	1966	5/7/1968		3560	\$12.74	\$2.55
Earl Feldkamp	33248 State Hwy C	Out	1966	7/28/1968		3570	\$12.74	\$2.55
Jerry Logsdon	33120 State Hwy C	Out	1966	11/11/1966		5520	\$15.99	\$3.20
Todd Logsdon	33124 State Hwy C	Out	1966	9/18/2005	New	3520	\$12.74	\$2.55
LaGrange Christian Church	State Hwy C	Out	1966	3/18/2004	New	400	\$7.43	\$1.49
Ron Six	33147 State Hwy C	Out	1964	5/17/1964		3210	\$12.74	\$2.55
City Property	State Hwy C	Out	1966		City Owned		\$0.00	\$0.00
Ball Park	State Hwy C	Out	1966		City Owned		\$0.00	\$0.00
Graveyard	State Hwy C	Out	1966		City Owned		\$0.00	\$0.00
							<b>Total</b>	<b>\$32.27</b>

## EXHIBIT C

## TAX RATE OF 6.350% INCLUDED

Lewis County-Non Domestic

Rate Effective Date January 1, 2001

Rate Code: T &amp; U

Even if no gallons are consumed or you are  
ahead on your meter reading, you must pay  
the monthly minimum amount.

GALLONS	REGULAR AMOUNT	LATE AMOUNT	GALLONS	REGULAR AMOUNT	LATE AMOUNT
minimum 0 - 1000 =	\$ 15.42	\$ 16.87	5901 - 6000 =	\$ 49.98	\$ 54.68
1001 - 1100 =	16.11	17.62	6001 - 6100 =	50.67	55.43
1101 - 1200 =	16.80	18.38	6101 - 6200 =	51.36	56.19
1201 - 1300 =	17.49	19.13	6201 - 6300 =	52.05	56.94
1301 - 1400 =	18.18	19.89	6301 - 6400 =	52.74	57.70
1401 - 1500 =	18.87	20.64	6401 - 6500 =	53.43	58.45
1501 - 1600 =	19.56	21.40	6501 - 6600 =	54.12	59.21
1601 - 1700 =	20.25	22.15	6601 - 6700 =	54.82	59.97
1701 - 1800 =	20.94	22.91	6701 - 6800 =	55.51	60.73
1801 - 1900 =	21.64	23.67	6801 - 6900 =	56.20	61.48
1901 - 2000 =	22.33	24.43	6901 - 7000 =	56.89	62.24
2001 - 2100 =	23.02	25.18	7001 - 7100 =	57.58	62.99
2101 - 2200 =	23.71	25.94	7101 - 7200 =	58.27	63.75
2201 - 2300 =	24.40	26.69	7201 - 7300 =	58.96	64.50
2301 - 2400 =	25.09	27.45	7301 - 7400 =	59.65	65.26
2401 - 2500 =	25.78	28.20	7401 - 7500 =	60.35	66.02
2501 - 2600 =	26.47	28.96	7501 - 7600 =	61.04	66.78
2601 - 2700 =	27.17	29.72	7601 - 7700 =	61.73	67.53
2701 - 2800 =	27.86	30.48	7701 - 7800 =	62.42	68.29
2801 - 2900 =	28.55	31.23	7801 - 7900 =	63.11	69.04
2901 - 3000 =	29.24	31.99	7901 - 8000 =	63.80	69.80
3001 - 3100 =	29.93	32.74	8001 - 8100 =	64.49	70.55
3101 - 3200 =	30.62	33.50	8101 - 8200 =	65.18	71.31
3201 - 3300 =	31.31	34.25	8201 - 8300 =	65.88	72.07
3301 - 3400 =	32.00	35.01	8301 - 8400 =	66.57	72.83
3401 - 3500 =	32.70	35.77	8401 - 8500 =	67.26	73.58
3501 - 3600 =	33.39	36.53	8501 - 8600 =	67.95	74.34
3601 - 3700 =	34.08	37.28	8601 - 8700 =	68.64	75.09
3701 - 3800 =	34.77	38.04	8701 - 8800 =	69.33	75.85
3801 - 3900 =	35.46	38.79	8801 - 8900 =	70.02	76.60
3901 - 4000 =	36.15	39.55	8901 - 9000 =	70.71	77.36
4001 - 4100 =	36.84	40.30	9001 - 9100 =	71.41	78.12
4101 - 4200 =	37.53	41.06	9101 - 9200 =	72.10	78.88
4201 - 4300 =	38.23	41.82	9201 - 9300 =	72.69	79.63
4301 - 4400 =	38.92	42.58	9301 - 9400 =	73.48	80.39
4401 - 4500 =	39.61	43.33	9401 - 9500 =	74.17	81.14
4501 - 4600 =	40.30	44.09	9501 - 9600 =	74.86	81.90
4601 - 4700 =	40.99	44.84	9601 - 9700 =	75.55	82.65
4701 - 4800 =	41.68	45.60	9701 - 9800 =	76.24	83.41
4801 - 4900 =	42.37	46.35	9801 - 9900 =	76.94	84.17
4901 - 5000 =	43.06	47.11	9901 - 10000 =	77.63	84.93
5001 - 5100 =	43.76	47.87			
5101 - 5200 =	44.45	48.63			
5201 - 5300 =	45.14	49.38			
5301 - 5400 =	45.83	50.14			
5401 - 5500 =	46.52	50.89			
5501 - 5600 =	47.21	51.65			
5601 - 5700 =	47.90	52.40			
5701 - 5800 =	48.59	53.16			
5801 - 5900 =	49.29	53.92			

If payment is not postmarked by the tenth of  
the month, use the late amount column. This  
amount has a 10% late fee ALREADY included.  
If you use more than 10,000 gallons, add \$ .65  
for every 100 gallons or part of 100 gallons.

When submitting your February 1st payment, you must include the \$1.84 primacy fee.

This fee, which is required by the Department of Natural Resources, is only due one time a year.

# TAX RATE OF 1.540% INCLUDED

Lewis County-Domestic

Rate Effective Date January 1, 2001

Rate Code: P & Q

**Even if no gallons are consumed or you are ahead on your meter reading, you must pay the monthly minimum amount.**

GALLONS	REGULAR AMOUNT	LATE AMOUNT	GALLONS	REGULAR AMOUNT	LATE AMOUNT
minimum 0 - 1000 =	\$ 14.72	\$ 16.17	5901 - 6000 =	\$ 47.72	\$ 52.42
1001 - 1100 =	15.38	16.89	6001 - 6100 =	48.38	53.14
1101 - 1200 =	16.04	17.62	6101 - 6200 =	49.04	53.87
1201 - 1300 =	16.70	18.34	6201 - 6300 =	49.70	54.59
1301 - 1400 =	17.36	19.07	6301 - 6400 =	50.36	55.32
1401 - 1500 =	18.02	19.79	6401 - 6500 =	51.02	56.04
1501 - 1600 =	18.68	20.52	6501 - 6600 =	51.68	56.77
1601 - 1700 =	19.34	21.24	6601 - 6700 =	52.34	57.49
1701 - 1800 =	20.00	21.97	6701 - 6800 =	53.00	58.22
1801 - 1900 =	20.66	22.69	6801 - 6900 =	53.66	58.94
1901 - 2000 =	21.32	23.42	6901 - 7000 =	54.32	59.67
2001 - 2100 =	21.98	24.14	7001 - 7100 =	54.98	60.39
2101 - 2200 =	22.64	24.87	7101 - 7200 =	55.64	61.12
2201 - 2300 =	23.30	25.59	7201 - 7300 =	56.30	61.84
2301 - 2400 =	23.96	26.32	7301 - 7400 =	56.96	62.57
2401 - 2500 =	24.62	27.04	7401 - 7500 =	57.62	63.29
2501 - 2600 =	25.28	27.77	7501 - 7600 =	58.28	64.02
2601 - 2700 =	25.94	28.49	7601 - 7700 =	58.94	64.74
2701 - 2800 =	26.60	29.22	7701 - 7800 =	59.60	65.47
2801 - 2900 =	27.26	29.94	7801 - 7900 =	60.26	66.19
2901 - 3000 =	27.92	30.67	7901 - 8000 =	60.92	66.92
3001 - 3100 =	28.58	31.39	8001 - 8100 =	61.58	67.64
3101 - 3200 =	29.24	32.12	8101 - 8200 =	62.24	68.37
3201 - 3300 =	29.90	32.84	8201 - 8300 =	62.90	69.09
3301 - 3400 =	30.56	33.57	8301 - 8400 =	63.56	69.82
3401 - 3500 =	31.22	34.29	8401 - 8500 =	64.22	70.54
3501 - 3600 =	31.88	35.02	8501 - 8600 =	64.88	71.27
3601 - 3700 =	32.54	35.74	8601 - 8700 =	65.54	71.99
3701 - 3800 =	33.20	36.47	8701 - 8800 =	66.20	72.82
3801 - 3900 =	33.86	37.19	8801 - 8900 =	66.86	73.44
3901 - 4000 =	34.52	37.92	8901 - 9000 =	67.52	74.17
4001 - 4100 =	35.18	38.64	9001 - 9100 =	68.18	74.89
4101 - 4200 =	35.84	39.37	9101 - 9200 =	68.84	75.62
4201 - 4300 =	36.50	40.09	9201 - 9300 =	69.50	76.34
4301 - 4400 =	37.16	40.82	9301 - 9400 =	70.16	77.07
4401 - 4500 =	37.82	41.54	9401 - 9500 =	70.82	77.79
4501 - 4600 =	38.48	42.27	9501 - 9600 =	71.48	78.52
4601 - 4700 =	39.14	42.99	9601 - 9700 =	72.14	79.24
4701 - 4800 =	39.80	43.72	9701 - 9800 =	72.80	79.97
4801 - 4900 =	40.46	44.44	9801 - 9900 =	73.46	80.69
4901 - 5000 =	41.12	45.17	9901 - 10000 =	74.12	81.42
5001 - 5100 =	41.78	45.89			
5101 - 5200 =	42.44	46.62			
5201 - 5300 =	43.10	47.34			
5301 - 5400 =	43.76	48.07			
5401 - 5500 =	44.42	48.79			
5501 - 5600 =	45.08	49.52			
5601 - 5700 =	45.74	50.24			
5701 - 5800 =	46.40	50.97			
5801 - 5900 =	47.06	51.69			

If payment is not postmarked by the tenth of the month, use the late amount column. This amount has a 10% late fee ALREADY included. If you use more than 10,000 gallons, add \$ .65 for every 100 gallons or part of 100 gallons.

When submitting your February 1st payment, you must include the \$1.84 primacy fee.

This fee, which is required by the Department of Natural Resources, is only due one time a year.

EXHIBIT D

CITY OF LAGRANGE WATER RATES

SECTION 705.070: MONTHLY WATER RATES

A. The following shall be the schedule of monthly charges for water service furnished by the Waterworks of the City of La Grange, Missouri to wit:

For the first 2,000 gallons or fraction thereof:	A minimum charge of \$6.75.
For the next 3,000 gallons a charge of:	\$8.00 plus \$1.25 per 1,000 gallons or fraction thereof.
For the next 5,000 gallons a charge of:	\$11.63 plus \$1.13 per 1,000 gallons or fraction thereof.
For the next 10,000 gallons a charge of:	\$17.15 plus \$1.00 per 1,000 gallons or fraction thereof.
For the next 5,000 gallons a charge of:	\$27.03 plus \$0.88 per 1,000 gallons or fraction thereof.
For the next 15,000 gallons a charge of:	\$31.55 plus \$1.00 per 1,000 gallons or fraction thereof.
For the next 20,000 gallons a charge of:	\$46.43plus \$0.88 per 1,000 gallons or fraction thereof.
For the next 20,000 gallons a charge of:	\$63.90plus \$0.75 per 1,000 gallons or fraction thereof.
For the next 20,000 gallons a charge of:	\$78.78plus \$0.63 per 1,000 gallons or fraction thereof.
For all in excess of 100,000 gallons a charge of:	\$90.75 plus \$0.50 per 1,000 gallons or fraction thereof.

B. Wherever more than one family or more than one business, professional or commercial establishment uses one meter, the water rates therefor shall be determined by determining the average water consumption for each such family, business, professional or commercial establishment, determining the charge for such average consumption according to the rates provided in Subsection (A) and multiplying such charge by the total number of family, business, professional, or commercial users of such meter. (Ord. No. 267 §1; Ord. No. 299 §1; Ord. No. 332 §1, 8-13-90; Ord. No. 351 §1, 2-8-93)