

**IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT  
PUBLIC SERVICE COMMISSION**

IN RE: SOUTHTOWN UTILITIES COMPANY, INC.  
MISSOURI CHARTER NO.: 00609851  
WASTE WATER TREATMENT OPERATING PERMIT: MO-0121924  
PUBLIC WATER SYSTEM PERMIT: MO5031408

**APPLICATION FOR AUTHORITY TO SELL AND TRANSFER  
SEWER UTILITY ASSETS AND WATER UTILITY ASSETS**

COMES NOW, Southtown Utilities Company, Inc., a Missouri corporation in good standing (the “Seller”), and hereby applies for authority to sell and transfer all of its sewer utility and water utility assets to the City of Bolivar, Missouri, a Missouri municipal corporation (the “Buyer”), pursuant to the requirements of Missouri Code of State Regulations §§ 4 CSR 240-3.310 and 4 CSR 240-3.605. In support of this Application, the Seller states as follows:

Part I - General Information

1. The legal name of the Seller is: Southtown Utilities Company, Inc.
2. Seller is a Missouri for-profit corporation in good standing with the Missouri Secretary of State, with Missouri charter number: 00609851. A copy of the Seller’s Certificate of Good Standing is attached to this Application and is incorporated herein by reference.
3. The Seller’s contact information is as follows:
  - a. Principal Office Street Address: 4746 S. 131<sup>st</sup> Rd., Bolivar, MO 65613
  - b. Mailing Address: PO Box 178, Bolivar, Missouri 65613.
  - c. Email Address: [rondar@windstream.net](mailto:rondar@windstream.net) (Ronda Riden)
  - d. Telephone Number: 417-326-4424
  - e. Facsimile Number: 417-326-7698

4. Correspondence, communications, and orders and decisions of the commission should be sent to Seller's counsel as follows:

Name and Address

Douglas, Haun & Heidemann, P.C.  
ATTN: Donald M. Brown  
111 W. Broadway  
PO Box 117  
Bolivar, Missouri 65613

Email: [donald@dhhlawfirm.com](mailto:donald@dhhlawfirm.com)

Telephone: 417-326-5261

Facsimile: 417-326-2845

5. The Seller is not a partnership.
6. The Seller does not conduct business under a fictitious name.
7. The Seller is not a political subdivision.
8. The Seller is not an association.
9. The Seller is in the business of maintaining and operating a waste water treatment system and a public water system in Polk County, Missouri. The Seller's Missouri operating permit number for its waste water treatment system is: MO-0121924. The Seller's Missouri operating permit number for its public water system is: MO5031408. The Seller does not conduct any business other than operating and maintaining the above references systems for the customers of the Seller in Polk County, Missouri.
10. Seller hereby certifies that Seller has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which

involves customer service or rates occurring within three (3) years of the date of this Application.

11. Seller hereby certifies that no annual report or assessment fees are overdue as of the date of this Application.
12. The Buyer for the transaction for which approval is sought is a Missouri municipal corporation; and the Seller in good faith believes that the Buyer is not now and would not be after the transaction subject to the jurisdiction of the commission. In the event that the Seller is incorrect about the foregoing, the Buyer will submit any necessary information as required by the commission and 4 CSR 240 (Chapters 2 or 3) prior to any decision on this Application.

#### Part II -

##### Information Specific to Sale and Transfer of Sewer Utility and Water Utility Assets

13. The Seller incorporates all foregoing statements into this Part of the Application by reference as if fully set forth herein.
14. The transaction between the Seller and Buyer involves the following described property:

All of Seller's interest in and to the public utility system (water/sewer treatment system) located in and around the Karlin Acres development in Polk County, Missouri, including all of Seller's interest in and to the real estate (including easements of any kind) upon which the public utility system is located. Additionally, all of Seller's interest in and to all expansions of the public utility system that will occur prior to closing of the Agreement for sale between the Seller and Buyer, including all of Seller's interest in and to the real estate (including easements of any kind) upon which all expansions of the public utility system will be located prior to closing of such Agreement.

By way of further identification, the public utility system is identified by the Department of Natural Resources as: MO-0121924 (sewer treatment) and MO5031408 (drinking water).

15. A true and correct copy of the Contract for Sale of the utilities described above as entered into between the Seller and Buyer is attached hereto and is incorporated herein by reference.
16. A verification of proper authority by the person signing this application is attached hereto and is incorporated herein by reference.
17. Reasons the Proposed Sale of the Seller's Sewer and Water Utilities is Not Detrimental to the Public Interest: The proposed transaction will not detrimentally affect the current customers of the Seller (i.e. the residents of Karlin Acres subdivision in Polk County, MO). The difference in the utility rates that the customers will pay is negligible. However, having access to the City of Bolivar utilities will be a significant upgrade for the customers, as the City of Bolivar will be able to provide a more consistent and beneficial service than their current situation in that the City of Bolivar already has a fully DNR compliant wastewater treatment facility that has the capacity to handle the additional customers; and in that the City of Bolivar has a significant staff in place to handle all utility issues as opposed to the small number of individuals currently staffed by the Seller. Additionally, the current customers of the Seller will have the opportunity to be annexed into the City of Bolivar after the completion of the proposed transaction, which would provide them with additional City services including City Police and Fire. If annexed into the City of Bolivar, the current customers of the Seller would likely ultimately see savings when considering quality of life issues (i.e. access to other City services) and savings on insurance by being within City's ISO ratings. City of Bolivar citizens will be benefitted by this transaction because the City will no longer be landlocked to the

West and South. New businesses and revenue streams will be available upon expansion of City towards the Seller's utilities to be purchased. The City of Bolivar's projected revenue from the acquisition (from the rates collected from the Seller's current customers and from additional customers added in the future and from additional business expansion and revenue) is expected to, over time, pay for the acquisition costs; and the proposed transaction is not expected to be an economic burden to the Citizens of the City of Bolivar. Additionally, as set forth above, the City of Bolivar currently has utility infrastructure in place that will be able to handle the additional customers at no detriment to the current Bolivar residents once the Seller's utilities are connected to the City of Bolivar's.

Finally, the Seller's ownership is seeking to wind down and to exit the utility business; and the Seller in good faith believes that the City of Bolivar, Missouri is the best and most logical entity to carry on the Seller's utility services given the immediately close proximity of the City to the Seller's utilities; and given the City of Bolivar's readiness, willingness, and ability to take over and competently handle the Seller's utilities.

18. The Seller in good faith believes that the Buyer is a Missouri municipal corporation and is not subject to the jurisdiction of the commission; and Seller in good faith believes the no balance sheet and income statement is necessary showing the results of the acquisition of the property. In the event that the Seller is incorrect about the foregoing, the Buyer will submit any necessary information as required by the commission and 4 CSR 240 (Chapters 2 or 3) prior to any decision on this Application.

19. Statement of Impact the Proposed Sale of the Seller's Sewer and Water Utilities Will Have on the Tax Revenues of the Political Subdivision in Which the Properties are Located: There will be no impact on the tax revenues of the political subdivision (Polk County, MO) in which the properties are located. This proposed transaction will be tax revenue neutral for Polk County, MO (the political subdivision wherein the properties are located).
20. The Buyer for the transaction for which approval is sought is a Missouri municipal corporation; and the Seller in good faith believes that the Buyer is not now and would not be after the transaction subject to the jurisdiction of the commission. In the event that the Seller is incorrect about the foregoing, the Buyer will submit any necessary information as required by the commission and 4 CSR 240 (Chapters 2 or 3) prior to any decision on this Application.

**WHEREFORE,** Southtown Utilities Company, Inc. respectfully requests the approval of the commission for the sale and transfer of its waste water treatment and public water supply utilities to the City of Bolivar, Missouri. Southtown Utilities Company, Inc. and the City of Bolivar, Missouri will provide any additional information that the commission deems proper under the circumstances as soon as is possible upon notification that such further information is needed.

**DOUGLAS, HAUN & HEIDEMANN, P.C.**

111 West Broadway, P.O. Box 117

Bolivar, Missouri 65613

Telephone: (417) 326-5261

Facsimile: (417) 326-2845

Email: donald@dhhlawfirm.com

By

  
Donald M. Brown

Missouri Bar No. 57652

STATE OF MISSOURI       )  
                                      ) ss.  
COUNTY OF POLK        )

**Ronda Riden**, being duly sworn and under oath, states that she is the Secretary and Treasurer and duly authorized representative of the Seller in the above Application, that she has reviewed the above Application, and that the facts stated in the above and foregoing Application are true and correct according to her best knowledge, information and belief.

  
\_\_\_\_\_  
**Ronda Riden**

Subscribed and sworn to before me, a Notary Public, on the 10<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: *Dec 9, 2018*

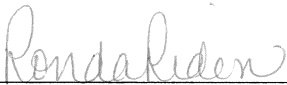


**AFFIDAVIT OF RONDA RIDEN IN SUPPORT  
OF SOUTHTOWN UTILITIES COMPANY, INC.'S APPLICATION**

Ronda Riden, of lawful age and under oath after being first duly sworn, deposes and says:

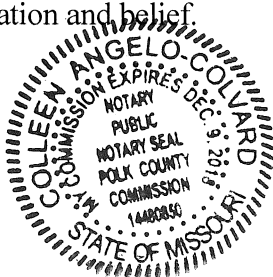
1. That I am the Secretary and Treasurer of and a duly appointed and authorized officer of Southtown Utilities Company, Inc., a Missouri corporation.
2. I have had the opportunity to fully review the foregoing Application for authority to sell and transfer Southtown Utilities Company, Inc.'s wastewater treatment and water utilities; and I hereby subscribe and verify that all of the information provided therein is true and correct according to my best knowledge and belief.
3. I have been given the authority as a duly appointed and authorized officer of Southtown Utilities Company, Inc. to make this affidavit for and on behalf of the company.
4. Further Affiant sayeth naught.

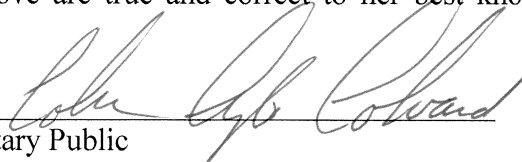
Dated this 10<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
**Ronda Riden**

STATE OF MISSOURI       )  
                                      ) ss.  
COUNTY OF POLK        )

On September 10, 2015, before me, a Notary Public, personally appeared Ronda Riden, to me known to be the person described in and who executed the foregoing Affidavit, and by me being first duly sworn did say that the facts stated above are true and correct to her best knowledge, information and belief.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: Dec 9, 2018



# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

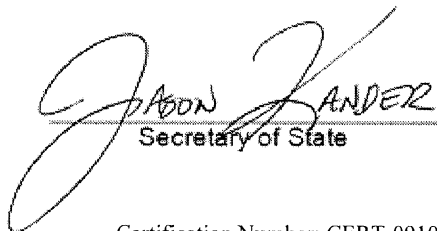
**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

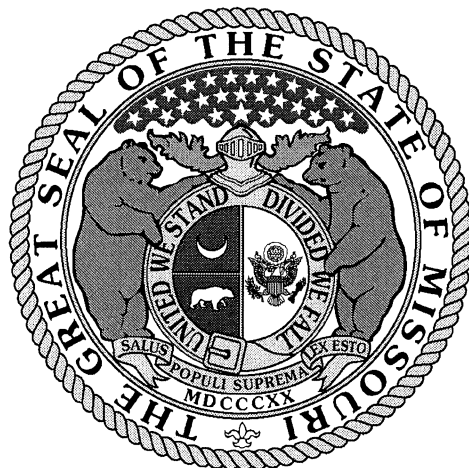
***SOUTHTOWN UTILITIES COMPANY, INC.***  
***00609851***

was created under the laws of this State on the 13th day of September, 2004, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 10th day of September, 2015.

  
Secretary of State

Certification Number: CERT-09102015-0014



Bill No. 2014-64

Ordinance No. 3179

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
FOR THE PURCHASE OF UTILITY AND ACCOMPANYING REAL ESTATE  
AND EASEMENTS.**

Filed for public inspection on: 12-16-2014 .

First reading \_\_\_\_\_ In Full; X . \_\_\_\_\_ By Title on 12-18-2014 .

Second reading \_\_\_\_\_ In Full; X . By Title on: 12-18-2014.

Vote by the Board of Aldermen on: 12-18-2014

8 Aye; 0 Nay; 0 Abstain.

Approved by the Mayor on: 12-18-2014

\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.

Board of Aldermen Vote to Override Veto on \_\_\_\_\_.

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

**Bill Effective Date: 12-18-2014**

CITY OF BOLIVAR

Bill No. 2014-64

Ordinance No. 3179

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
FOR THE PURCHASE OF UTILITY AND ACCOMPANYING REAL ESTATE  
AND EASEMENTS.**


Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City does hereby authorize entering into a contract between Southtown Utilities Company, Inc., a Missouri Corporation for the purchase of the public utility system (water/sewer treatment system); with such contracts terms to be in the form attached hereto as Exhibit "A" and made a part hereof by reference.

**Section II:** The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

**Section III:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.



  
\_\_\_\_\_  
John F. Best, Mayor

# **CONTRACT FOR SALE OF UTILITY AND ACCOMPANYING REAL ESTATE AND EASEMENTS**

THIS CONTRACT is made and entered into this 16<sup>th</sup> day of December, 2014, between **Southtown Utilities Company, Inc., a Missouri Corporation**, hereinafter referred to as Seller, and **the City of Bolivar, Missouri, a Missouri Municipal Corporation**, hereinafter referred to as Buyer, WITNESSETH:

## **Article I. Agreement to Sell and Purchase**

Seller has this day agreed to sell to Buyer and Buyer has this day agreed to purchase from Seller the following described utility facilities and real estate ("the premises") located in Polk County, Missouri, to-wit:

All of Seller's interest in and to the public utility system (water/sewer treatment system) located in and around the Karlin Acres development in Polk County, Missouri, including all of Seller's interest in and to the real estate (including easements of any kind) upon which the public utility system is located. Additionally, all of Seller's interest in and to all expansions of the public utility system that will occur prior to closing of this Agreement, including all of Seller's interest in and to the real estate (including easements of any kind) upon which all expansions of the public utility system will be located prior to closing of this Agreement.

Upon the Seller's finalizing of its expansion plans prior to closing, the premises will be further described in detail by an exhibit to be attached hereto as Exhibit "A" to be approved by both Seller and Buyer.

By way of further identification, the public utility system is identified by the Department of Natural Resources as: MO-0121924 (sewer treatment) and MO5031408 (drinking water).

## **Article II. Purchase Price**

The purchase price agreed upon is the sum of **Three-Million Seven-Hundred-Fifty Thousand and No/100 Dollars (\$3,750,000.00)**, which shall be paid as follows:

### **Section 2.01 All in Cash at Closing**

All payable in cash or certified check upon closing as hereinafter provided.

## **Article III. Condition of Improvements**

Buyer acknowledges that they have had the opportunity to inspect the improvements located on the premises and is satisfied as to their condition as of the date of such inspection. Notwithstanding Buyer's inspection, Seller covenants that (i) It has no knowledge of any conditions which are not readily discoverable by a visual inspection of the premises, and (ii) the premises will be in as good of a condition at closing as at the date of Buyer's last inspection of the prem-

ises prior to the execution of this Contract. Additionally, Seller covenants that the utility system (including all expansions thereof prior to closing) will pass inspection per the standards of Seller's engineer(s) and the applicable Department of Natural Resources before the Buyer will be obligated to close on the Agreement.

#### **Article IV. Title Insurance and Warranties**

In regards to the real estate (including easements of any kind) upon which the public utility system is located, Seller shall provide Buyer prior to closing a commitment for title insurance issued by a reputable company authorized to write such insurance within the State of Missouri in form approved by the American Land Title Association ("ALTA"). Such Commitment shall show good and marketable title in Seller, subject only to (i) right-of-ways for public roads and highways, (ii) private roadways and utility easements which are either obvious from an inspection of the premises, or which do not materially effect the intended use of the property for a public water/sewer treatment system, (iii) other defects or encumbrances which may be, and are in fact, removed or cured prior to or concurrently with closing, and (iv) standard exceptions of an ALTA form of Owner's Title Insurance Commitment. After closing Seller shall furnish an Owner's Title Insurance policy in form approved by the ALTA showing good and marketable title in Buyer and containing no exceptions from the coverage except those permitted herein, and standard exceptions of Owner's Title Insurance policies written in the State of Missouri except as provided above. Title insurance costs are to be paid as provided below.

As to any part of the public utility system that would be regarded or classified as anything other than real estate, the Seller hereby covenants and warranties that it has good right and title to the same; and that it is legally authorized to transfer the same without any encumbrances or liens whatsoever. The Seller will indemnify the Buyer and hold the Buyer harmless for any losses or damages to the Buyer for breach of the covenants and warranties contained in this paragraph. The provisions of this paragraph will survive closing and may be enforced by the Buyer after closing of the transaction contemplated by this Agreement.

#### **Article V. Closing Date; Extension of Closing**

The sale shall be closed on or before December 31, 2015, at a place to be mutually agreed upon between the parties. Seller may extend the closing date upon written notice to Buyer for no more than 120 days for the purpose of curing title defects or deficiencies in the inspection of the utilities. If title defects and deficiencies in the inspection of the utilities are not cured within the time allowed despite the diligent efforts of Seller to do so, Buyer may either extend Seller additional time to cure such defects, or terminate this Contract. If this Contract shall be terminated as a result of the Seller's inability to deliver Buyer good and marketable title notwithstanding Seller's diligent efforts to correct the defective conditions, such termination shall be without liability to either party; provided, that the Seller shall pay all costs incurred for title searches, title insurance commitments or title examinations.

## **Article VI. Closing Procedure**

At closing, the Seller shall make, execute, and deliver to the Buyer a General Warranty Deed conveying good and marketable title to the premises, free and clear of all liens and encumbrances except as specifically herein provided to the contrary. Additionally, Seller shall make, execute and deliver to Buyer all necessary documentation for the assignment and transfer of the utilities themselves (to the extent that the same are not properly classified as real estate). Concurrently therewith, all payments required to be made at closing shall be made with certified funds, and Buyer shall execute and deliver all documents called for herein. Each party shall execute such other instruments as may be necessary, appropriate or convenient to close the sale, and to enable the closing agent to comply with appropriate state or federal laws, rules or regulations.

## **Article VII. Payment of Costs**

The parties agree to the following division of the costs of this transaction:

### ***Section 7.01 Each Party Pay One-Half of Fees and Costs***

Except for that document preparation and recording costs mentioned in the following sections, each party shall pay one-half of the legal fees and closing costs of this transaction to the law firm of DOUGLAS, HAUN & HEIDEMANN, P.C., in accordance with their agreement to both use such attorneys as provided in the following Section of this Contract.

### ***Section 7.02 Specific Allocation of Fees and Costs***

Seller shall pay all costs for recording of all satisfactions, releases, affidavits or other documents necessary to convey marketable title to Buyer.

### ***Section 7.03 Payment of Search, Commitment and Premiums***

Buyer shall pay all costs for the title search, Commitment and title insurance premiums.

## **Article VIII. Use of Same Attorney; Waiver of Conflict of Interest**

The parties have chosen to both use the services of DOUGLAS, HAUN & HEIDEMANN, P.C. ("the attorneys") to draft and close this Contract. The parties acknowledge that said attorneys have advised them that this is a conflict of interest which may only be waived by the mutual consent of both parties with full knowledge of the potential problems and complications of both using the same attorney. These potential problems and complications include, but are not necessarily limited to, a waiver of attorney-client confidentiality as between the parties (although not as to third parties); the attorneys not being able to advocate for one party to the detriment of the other (although the attorneys may make suggestions to resolve any differences which might arise); and the attorneys being unable to represent either party in the event a dispute shall arise between the parties. With full knowledge of these facts, the parties specifically waive the conflict of interest of the attorneys, and authorize them to proceed with the handling of this transaction, unless and until they shall be dismissed by either or both of the parties, or until a dispute shall arise, rendering their continued representation of either party improper.

### **Article IX. Risk of Loss**

Risk of loss of the improvements located on the premises prior to closing shall be on Seller. In the event any improvements shall be damaged by fire or other casualty prior to closing, but the same may be restored within a period of one-hundred-twenty (120) calendar days, Seller shall restore the premises to at least their present condition, and the sale shall be closed upon the completion of such repairs or on the closing date above provided, whichever is later. In the event the premises are so destroyed that they cannot be restored within said period of time, the parties may either (i) extend the closing date, in writing, to allow Seller time to repair the damaged or destroyed improvements, or (ii) close this Contract with an equitable adjustment to the purchase price and terms of sale as agreed upon, in writing, by the parties, or (iii) either party may terminate this agreement by giving written notice to the other, without liability to either party. In the event the Contract is terminated, Buyer shall receive a refund of any down payment or escrow deposit made pursuant to the provisions of this Contract.

### **Article X. Default**

In the event Seller shall comply with all the duties and provisions of this contract but Buyer shall default under the terms hereof and shall fail or refuse to complete the sale, Seller may seek actual damages or specific performance. In the event Buyer shall comply with all the duties and provisions of this contract but Seller shall default under the terms hereof and shall fail or refuse to complete the sale, Buyer may seek actual damages or specific performance.

### **Article XI. Attorney's Fees and Costs**

A party who breaches this Contract shall, in addition to all other damages to which the other party may be lawfully entitled, pay to the party all of their reasonable attorney's fees and costs which are incurred in seeking to remedy such breach.

### **Article XII. Contingencies - General**

#### ***Section 12.01 Expansion of Public Utility System Prior to Closing***

This contract is made on the condition that the Seller will, prior to closing, cause the public utility system to be expanded to the East side of the existing Highway 13 in Polk County, Missouri. The expansion will be complete to the extent that the Buyer, if deemed advisable by its Board, could connect the public utility system to the Buyer's existing water/sewer treatment system (assuming *arguendo* that the Buyer's system was extended to the East side of said Highway 13 to the point of Seller's expansion) for a working connected system as of the date of closing. Additionally, although the Seller will have discretion as to the path that the expansion takes up to and across said Highway 13, the Buyer must approve of the final expansion plans (as to location of the same) prior to work commencing on said expansion. The expansion contemplated by this paragraph will be hereinafter sometimes referred to in this Agreement as "the Project."

Further, the Seller will be responsible for obtaining all necessary real estate and easements for the expansion of the public utility system to the East side of Highway 13 in Polk County, Missouri.

Further, as part of the Project, the Seller will provide a location of the West side of Highway 13 in Polk County, Missouri so that future or existing subdivisions on the West side of said Highway 13 could connect on to the public utility system if deemed advisable by the Buyer's Board.

***Section 12.02 Inspection of Premises Prior to Closing***

This contract is further made on the condition that the premises (including the work on the Project) pass inspection as to quality and functionality by Seller's engineers and applicable Department of Natural Resources.

***Section 12.03 Seller Must Be Able to Obtain Financing for Project***

This contract is further made on the condition that the Seller can, by exercising due diligence, obtain financing from a third party on terms acceptable to the Seller (at Seller's sole discretion) to finance the construction of the Project within a reasonable time so that the Seller will be able to complete the Project as provided for in this Agreement. In the event that the Seller cannot obtain financing pursuant to the provisions of this section within a reasonable time, the Seller will notify the Buyer; and upon such notification either party may terminate this Agreement without recourse of any kind from the other party.

**Article XIII. Environmental Concerns**

Anything to the contrary in this agreement notwithstanding, the obligation of Buyer to consummate the closing of this transaction is subject to and conditioned on the satisfaction at or prior to closing of the following condition precedent: Buyer shall receive evidence satisfactory to Buyer that the property is in compliance with all Federal, State and local environmental laws and regulations.

**Article XIV. Authorized Employees on Project**

Seller acknowledges that Section 285.530 RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Seller therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

**Article XV. Prevailing Wages on Project**

The parties hereto recognized that the Project contemplated pursuant to this Agreement is likely to be construed as a "public works" project under current Missouri law. To the extent required under the State of Missouri's prevailing wages laws for public works contracts, §§



290.210 *et seq.*, the parties stipulate that the Seller is responsible for ensuring that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under this Agreement.

To the extent required under the State of Missouri's prevailing wages laws for public works contracts, §§ 290.210 *et seq.*, the Seller shall forfeit to the City of Bolivar one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated prevailing hourly rate for any work done this Agreement, by him or by any subcontractor under him.

#### **Article XVI.      American Products Policy**

The parties acknowledge that the City of Bolivar has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. Whenever possible, the Seller is requested and encouraged to use products manufactured or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.

#### **Article XVII.      Notices**

Any notices authorized or required to be given hereunder may be personally delivered (with delivery to one Seller or Buyer sufficient as delivery to all); or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for Seller addressed as follows:

Southtown Utility Company, Inc.

ATTN: Richard Fink

PO Box 178

Bolivar, Missouri 65613

and if intended for Buyer addressed as follows:

City of Bolivar

ATTN: City Administrator

P.O. Box 9

Bolivar, Missouri 65613

If properly addressed, posted and mailed, delivery shall be deemed made 3 days after mailing.

#### **Article XVIII.      Possession**

Possession of the premises shall accompany delivery of the deed and other necessary documentation needed for transfer of the utilities.

**Article XIX.      Insurance**

Seller agrees to assign to Buyer, if they so request, any insurance policy insuring the premises at date of closing and premiums shall be prorated.

**Article XX. Taxes**

Taxes for the year 2014 and all prior years shall be paid by Seller. Taxes for the year 2015 shall be prorated between the parties depending upon the date the sale is closed.

**Article XXI.      Binding Effect**

This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

**Article XXII.      Assignment**

Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**Article XXIII.      Waiver**

All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

**Article XXIV.      Severability**

In the event that any provision, paragraph, or sub-paragraph of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs and sub-paragraphs will remain in full force and effect.

**Article XXV.      Complete Agreement**

It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

City of Bolivar, Missouri

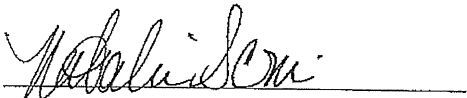
Mayor



DATE

12-16-14

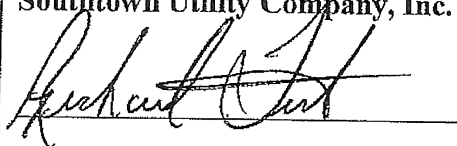
City Clerk, Attest



DATE

12-16-14

Southtown Utility Company, Inc.



DATE

12-12-2014

City of  
Bolivar  
Mo

# COMMERCIAL WATER & SEWER RATES

Effective January 1<sup>st</sup>, 2013

## \* Water

Minimum (up to 2000 gallons)	12.00
Each Additional 1000 gallons up to 50,000	2.50
Each Additional 1000 gallons over 50,000	1.250

## Sewer

Minimum (up to 2000 gallons)	25.00
Each Additional 1000 gallons	2.75

Gallons	Water	Sewer
0 to 2,000	12.00	25.00
3,000	14.50	27.75
4,000	17.00	30.50
5,000	19.50	33.25
6,000	22.00	36.00
7,000	24.50	38.75
8,000	27.00	41.50
9,000	29.50	44.25
10,000	32.00	47.00
11,000	34.50	49.75
12,000	37.00	52.50
13,000	39.50	55.25
14,000	42.00	58.00
15,000	44.50	60.75
16,000	47.00	63.50
17,000	49.50	66.25
18,000	52.00	69.00
19,000	54.50	71.75
20,000	57.00	74.50
21,000	59.50	77.25
22,000	62.00	80.00
23,000	64.50	82.75
24,000	67.00	85.50
25,000	69.50	88.25
26,000	72.00	91.00

Gallons	Water	Sewer
27,000	74.50	93.75
28,000	77.00	96.50
29,000	79.50	99.25
30,000	82.00	102.00
31,000	84.50	104.75
32,000	87.00	107.50
33,000	89.50	110.25
34,000	92.00	113.00
35,000	94.50	115.75
36,000	97.00	118.50
37,000	99.50	121.25
38,000	102.00	124.00
39,000	104.50	126.75
40,000	107.00	129.50
41,000	109.50	132.25
42,000	112.00	135.00
43,000	114.50	137.75
44,000	117.00	140.50
45,000	119.50	143.25
46,000	122.00	146.00
47,000	124.50	148.75
48,000	127.00	151.50
49,000	129.50	154.25
50,000	132.00	157.00

\* Per § 710.030 of Bolivar Municipal  
Code, rates for customers outside City  
Limits are 50% greater than  
above rates.

City of  
Bolivar, Mo

# Residential WATER & SEWER RATES

Effective January 1<sup>st</sup>, 2013

## \* Water

Minimum (up to 2000 gallons)	12.00
Each Additional 1000 gallons up to 50,000	2.50
Each Additional 1000 gallons over 50,000	1.250

## Sewer

Minimum (up to 2000 gallons)	19.00
Each Additional 1000 gallons	2.75

Gallons	Water	Sewer
0 to 2,000	12.00	19.00
3,000	14.50	21.75
4,000	17.00	24.50
5,000	19.50	27.25
6,000	22.00	30.00
7,000	24.50	32.75
8,000	27.00	35.50
9,000	29.50	38.25
10,000	32.00	41.00
11,000	34.50	43.75
12,000	37.00	46.50
13,000	39.50	49.25
14,000	42.00	52.00
15,000	44.50	54.75
16,000	47.00	57.50
17,000	49.50	60.25
18,000	52.00	63.00
19,000	54.50	65.75
20,000	57.00	68.50
21,000	59.50	71.25
22,000	62.00	74.00
23,000	64.50	76.75
24,000	67.00	79.50
25,000	69.50	82.25
26,000	72.00	85.00

Gallons	Water	Sewer
27,000	74.50	87.75
28,000	77.00	90.50
29,000	79.50	93.25
30,000	82.00	96.00
31,000	84.50	98.75
32,000	87.00	101.50
33,000	89.50	104.25
34,000	92.00	107.00
35,000	94.50	109.75
36,000	97.00	112.50
37,000	99.50	115.25
38,000	102.00	118.00
39,000	104.50	120.75
40,000	107.00	123.50
41,000	109.50	126.25
42,000	112.00	129.00
43,000	114.50	131.75
44,000	117.00	134.50
45,000	119.50	137.25
46,000	122.00	140.00
47,000	124.50	142.75
48,000	127.00	145.50
49,000	129.50	148.25
50,000	132.00	151.00

\* Per § 710.030 of Bolivar Municipal  
Code, rates for customers outside City  
Limits are 50% greater than above  
rates

SOUTHTOWN UTILITIES COMPANY, INC.

For: unincorporated area near Bolivar in  
Polk County, Missouri

Name of Issuing Company

Certificated Service Area

**Rules and Regulations Governing  
the Rendering of Sewer Service**Schedule of Rates

Any residential customer adjacent to the Company's main sewer lines using services will be charged using the following rate:

Flat rate: \$33.56 each month.

Any commercial customer adjacent to the Company's main sewer lines using services will be charged using the following rate:

\$13.63 per month plus \$3.32 per 1,000 gallons of water usage.

The pre-treatment charge shall be \$329.25 per month for a restaurant.

Taxes: Any applicable Federal, State or local taxes computed on billing basis shall be added as separate items in rendering each bill.

Sewer bills will be prepared and distributed on a monthly billing cycle and will be rendered net, bearing the last date on which payment is due, all in accordance with Rule 9 hereafter.

\* Indicates new rate or text

+ Indicates change

Date of Issue 11-15-05  
Month Day Year

Date Effective 12-15-05  
Month Day Year

Issued By Richard Fink, President  
Name and Title of Issuing Officer

1900 S Killingsworth Ave. Bolivar MO 65613  
Company Address

SOUTHTOWN UTILITIES COMPANY, INC.

For: unincorporated area ner Bolivar in  
Polk County, Missouri  
Certificated Service Area

Name of Issuing Company

**Rules and Regulations Governing  
the Rendering of Water Service**

Schedule of Rates

Any residential customer adjacent to the Company's main water lines using services will be charged using the following rate:

\$7.47 each month, with a commodity rate per 1,000 gallons of \$2.94.

Taxes: Any applicable Federal, State or local taxes computed on billing basis shall be added as separate items in rendering each bill.

Water bills will be prepared and distributed on a monthly billing cycle and will be rendered net, bearing the last date on which payment is due, all in accordance with Rule 10 hereafter.

- \* Indicates new rate or text  
+ Indicates change

Date of Issue 11-15-05  
Month Day Year

Effective Date 12-15-05  
Month Day Year

Issued By Richard Fink, President  
Name and Title of Issuing Officer

1900 Killingsworth Ave., Bolivar, MO 65613  
Company Address