

ORDINANCE NO. 520  
(First published in the Labette Avenue June 22, 2023)

An Ordinance, accepting the contract for the sale of water between Public Wholesale Water Supply District #4 (Seller) and the City of Edna, Kansas (Buyer) entered as of 6<sup>th</sup> day of June, 2023, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

BE IT ORDAINED BY THE GOVERNING BODY OF EDNA, KANSAS

WHEREAS, in consideration of the benefits to be derived by the City of Edna, Kansas (the buyer), and its inhabitants, there is hereby granted to Public Wholesale Water Supply District #4, hereinafter sometimes designated as "Seller."

WHEREAS Seller being organized and established under the provisions of K.S.A. 19-3545 et seq, for the purpose of selling water to public agencies; and owns and operates a water supply distribution system at a capacity of serving Buyer.

WHEREAS Buyer is a municipality under the laws of the State of Kansas and approved the purchase of water from Seller in accordance with the provisions of the WATER PURCHASE CONTRACT entered as of the 6<sup>th</sup> day of June, 2023.

SECTION 1. SELLER agrees to furnish BUYER during the term of this Contract, or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Kansas, Department of Health and Environment, in such quantity as may be required by the BUYER not to exceed 3,300,000 gallons per month and a minimum monthly commitment of 1,100,000 gallons.

SECTION 2. BUYER agrees to pay SELLER an initial water rate of \$4.50 per 1,000 gallons of water with payment to be made not later than the 15<sup>th</sup> day of each month for water delivered to BUYER.

SECTION 3. Mutually Agreed Between SELLER and BUYER that this Contract shall extend for a term of twenty (20) years from the date of the signing of this Contract and thereafter this Contract may be renewed or extended for such term or terms as may be agreed upon by BUYER and SELLER.

SECTION 4. That this ordinance, when accepted as above provided, shall constitute the entire agreement between the Buyer and Seller relating to this contract and the same shall supersede and cancel any prior contracts regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

SECTION 5. That any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed.

PASSED and APPROVED this 6th day of June, 2023.

  
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Mayor

Attest:

  
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City Clerk