

INTERGOVERNMENTAL SALES AGREEMENT

DATE: January 25, 2024

PARTIES:

Reorganized Sewer District Number 1 of Dunklin County, Missouri (Sewer District)
City of Malden, Missouri (City)

THIS Intergovernmental Sales AGREEMENT IS BASED ON THE FOLLOWING FACTS:

- A. Sewer District is a Reorganized Common Sewer District pursuant to Sections 204.600 to 204.640, RSMo.
- B. City has been appointed Receiver of the Sewer District by Order of the Circuit Court in case number 21DU-CC00015.
- C. On or about January 24, 2024, the Sewer District experienced a system-wide breakdown resulting in the disruption of sewer service to all of Sewer District's Customers.
- D. Sewer District does not have sufficient inventory to repair the system.
- E. City, through its Board of Public Works, has sufficient inventory to meet the needs of the Sewer District and is willing to sell such inventory to the District.
- F. The Sewer District desires to purchase the inventory from the City.
- G. A list of inventory is attached hereto as Exhibit A.
- H. The fair market value of the inventory is \$_____.

THE PARTIES AGREE:

1. Sewer District will purchase from the City the inventory listed on Exhibit A for \$_____.

Adopted by Reorganized Sewer District #1 of Dunklin County, Missouri this ____ day of _____, 2024.

BY: City of Malden, Missouri, in its capacity as Governing Body of Reorganized Sewer District #1 of Dunklin County, Missouri

Denton Kooyman, Mayor

Adopted by the City Council of the City of Malden, Missouri this ____ day of _____, 2024.

Denton Kooyman, Mayor

Attest:

Mandy Lewis, City Clerk

INTERGOVERNMENTAL LOAN AGREEMENT

DATE: January 25, 2024

PARTIES:

Reorganized Sewer District Number 1 of Dunklin County, Missouri (Sewer District)

City of Malden, Missouri (City)

THIS Intergovernmental Sales AGREEMENT IS BASED ON THE FOLLOWING FACTS:

- A. Sewer District is a Reorganized Common Sewer District pursuant to Sections 204.600 to 204.640, RSMo.
- B. City has been appointed Receiver of the Sewer District by Order of the Circuit Court in case number 21DU-CC00015.
- C. On or about January 24, 2024, the Sewer District experienced a system-wide breakdown resulting in the disruption of sewer service to all of Sewer District's Customers.
- D. The anticipated cost of repairs to the District is \$ _____
- E. Sewer District does not have sufficient funds to repair the system.
- F. City, through its Board of Public Works, has sufficient funds to meet the needs of the Sewer District and is willing to loan such funds to the District at an annual interest rate of ____%.
- G. The Sewer District desires to borrow the funds from the City at the terms listed above.

THE PARTIES AGREE:

- 1. City will loan the Sewer District funds in the amount of \$ _____ at an annual interest rate of _____% to be repaid over a ____ year period.
- 2. Sewer District will repay the funds in equal monthly payments to be paid back to the City in equal monthly payments beginning _____.

3. The loaned funds will be considered “Additional Costs” of the Sewer District pursuant to Paragraph 10 of the Sewage Treatment and Flow Agreement previously adopted by the parties.

Adopted by Reorganized Sewer District #1 of Dunklin County, Missouri this ____ day of _____, 2024.

BY: City of Malden, Missouri, in its capacity as Governing Body of Reorganized Sewer District #1 of Dunklin County, Missouri

Denton Kooyman, Mayor

Adopted by the City Council of the City of Malden, Missouri this ____ day of _____, 2024.

Denton Kooyman, Mayor

Attest:

Mandy Lewis, City Clerk