

Tammie Winter

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Monday, August 3, 2026 11:27 AM
To: Tammie Winter
Subject: RE: Revised Contract

Thanks, Tammie!

Sheri Tieman

City Clerk

City of Higginsville

1922 Main St., P.O. Box 110

Higginsville, MO 64037

660-584-2106

cityclerk@higginsville.org

From: Tammie Winter <twinter@cpwsd2ljs.com>
Sent: Monday, August 3, 2026 11:18 AM
To: Sheri Tieman <cityclerk@higginsville.org>
Subject: RE: Revised Contract

Thank you! I will bring them to you as soon as we have them back.

Thank you,

Tammie Winter, Manager

Consolidated Public Water
Supply District No. 2 of Lafayette,
Johnson & Saline Counties
660-584-2344

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Monday, August 3, 2026 11:14 AM
To: Tammie Winter <twinter@cpwsd2ljs.com>
Subject: RE: Revised Contract

Yes....That should work.
Thank you!

Sheri Tieman

City Clerk

City of Higginsville

1922 Main St., P.O. Box 110
Higginsville, MO 64037
660-584-2106
cityclerk@higginsville.org

From: Tammie Winter <twinter@cpwsd2ljs.com>
Sent: Monday, August 3, 2026 11:13 AM
To: Sheri Tieman <cityclerk@higginsville.org>
Subject: RE: Revised Contract

Hi Sheri, we opened it just now and went through all today's mail, and they weren't in there. Could they approve the contract contingent on signatures upon the return of the originals from USDA?

I'm sorry!

Thank you,
Tammie Winter, Manager

Consolidated Public Water
Supply District No. 2 of Lafayette,
Johnson & Saline Counties
660-584-2344

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Monday, August 3, 2026 10:03 AM
To: Tammie Winter <twinter@cpwsd2ljs.com>
Subject: FW: Revised Contract

Hey, Tammie....I did go ahead and put the contract on tonight's agenda. Did you get the signed contract back from USDA?
I can come and pick it up, if needed.

Thanks!

Sheri Tieman
City Clerk
City of Higginsville
1922 Main St., P.O. Box 110
Higginsville, MO 64037
660-584-2106
cityclerk@higginsville.org

From: Sheri Tieman
Sent: Tuesday, July 28, 2026 3:22 PM

To: 'Tammie Winter' <twinter@cpwsd2ljs.com>

Subject: RE: Revised Contract

No worries, Tammie! I'm sorry you are having doctor's appointments. Praying all is okay!
I'm just going to move forward with it. Take care!

Sheri Tieman

City Clerk

City of Higginsville

1922 Main St., P.O. Box 110

Higginsville, MO 64037

660-584-2106

cityclerk@higginsville.org

From: Tammie Winter <twinter@cpwsd2ljs.com>

Sent: Tuesday, July 28, 2026 2:27 PM

To: Sheri Tieman <cityclerk@higginsville.org>

Subject: RE: Revised Contract

Sheri,

I am so sorry I've been to so many doctor's appointments that I'm behind. Yes, the contract was approved, and we sent it to USDA on the 21st. I told Denise this was time-sensitive and if she could do a quick turnaround, I would appreciate it. She said no problem. I'm hoping to have it back this week.

Thank you,

Tammie Winter, Manager

Consolidated Public Water

Supply District No. 2 of Lafayette,

Johnson & Saline Counties

660-584-2344

From: Sheri Tieman <cityclerk@higginsville.org>

Sent: Tuesday, July 28, 2026 12:43 PM

To: Tammie Winter <twinter@cpwsd2ljs.com>

Subject: RE: Revised Contract

Hey, there....just checking to see if the contract was approved. Trying to work on my Agenda for Monday night's meeting.

Thanks!

Sheri Tieman

City Clerk

City of Higginsville
1922 Main St., P.O. Box 110
Higginsville, MO 64037
660-584-2106
cityclerk@higginsville.org

From: Tammie Winter <twinter@cpwsd2ljs.com>
Sent: Monday, June 29, 2026 9:55 AM
To: Sheri Tieman <cityclerk@higginsville.org>
Subject: RE: Revised Contract

😊 Thank you. I hope the week gets better and you have a wonderful 4th!

Thank you,
Tammie Winter, Manager

Consolidated Public Water
Supply District No. 2 of Lafayette,
Johnson & Saline Counties
660-584-2344

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Monday, June 29, 2026 9:28 AM
To: Tammie Winter <twinter@cpwsd2ljs.com>
Subject: Revised Contract

I remembered...and I changed it to "seven".
Have a great day!
Thanks!

Sheri Tieman
City Clerk
City of Higginsville
1922 Main St., P.O. Box 110
Higginsville, MO 64037
660-584-2106
cityclerk@higginsville.org

WATER PURCHASE CONTRACT

THIS CONTRACT for the sale and purchase of water is entered into as of the ____ day of _____, 2026, between the City of Higginsville, Missouri, hereinafter referred to as the "SELLER", AND THE Consolidated Public Water Supply District No. 2 of Lafayette, Johnson and Saline Counties, Missouri, hereinafter referred to as the "PURCHASER".

WITNESSETH:

WHEREAS, the Purchaser is organized and established under the provisions of Chapter 247 of the Revised Statutes of Missouri, for the purpose of constructing and operating a water supply distribution system to provide water, ample in quantity, for all needful purposes, and pure and wholesome in quality to the inhabitants of the District, thereby promoting public health and sanitation and making available conveniences not otherwise available for the general public welfare, and

WHEREAS, this Contract is authorized by Section 70.210 RSMo and Section 247.050 RSMo, and Section 91.050 RSMo, and

WHEREAS, the Seller owns and operates a water system, and

WHEREAS, the Seller, by an Ordinance, has approved this contract, and

WHEREAS, the Board of Directors of the Purchaser, by Resolution, has approved this Contract, and

WHEREAS, this agreement replaces the contract between the Seller and Purchaser dated June 4, 2018.

NOW WHEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

1. Quality, Quantity and Purchase Requirements. The Seller will furnish the Purchaser, at seven existing metering points and any future meter points established by mutual agreement, during the term of this contract, or any extension thereof, potable treated water from the sources available to the Seller, meeting applicable water quality standards of the appropriate governmental entities, with supervisory health responsibility over Public Water Supplies, a maximum of 25,000,000 cubic feet per year, and a minimum of 12,500,000 cubic feet per year, at the agreed point of

connections, at the Seller's normal operating pressure. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, earthquake or other catastrophe or act of God, including the use of water to fight fire, shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

2. Metering equipment. The Seller shall continue to furnish, at Purchaser's expense, at the points of delivery, a meter house or pit of mutually agreeable design, including all necessary valves, bypass, and other apparatus, including a meter. Seller shall operate and maintain, at its expense, such meter installation. The meter shall be of standard type for properly measuring the quantity of water delivered to the Purchaser. Seller shall calibrate such meter, whenever requested by the Purchaser, but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test results shall be deemed accurate. The previous readings of any meter disclosed by test to be inaccurate, shall be corrected for the three (3) months previous to such test, in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount.
3. Billing and Payment. The Seller shall read the metering equipment on or before the 21st of each month, and furnish the Purchaser, at its offices, not later than the first day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding billing period. Appropriate officials of the Seller and Purchaser, at all reasonable times, shall have access to the meter, for the purpose of verifying its readings. The Purchaser will pay the Seller, not later than the 20th day of each month, for water delivered, in accordance with the following:

Public Water District #2					
Acct Number	Size	Meter type	City Limits	Service Charge	<u>Volume Charge per 100 cubic feet</u>
11-0480-00	3"	Compound	Outside	\$70.83	*See Tier Chart Below
11-0080-01	3"	Turbine	Inside	\$49.76	*See Tier Chart Below
12-1180-00	3"	Turbine	Outside	\$74.64	*See Tier Chart Below
13-0300-00	4"	Compound	Outside	\$93.64	*See Tier Chart Below
13-0310-00	1"	Displacement	Inside	\$24.44	*See Tier Chart Below
11-1890-01	1 ½ "	Displacement	Inside	\$28.68	*See Tier Chart Below
12-1170-00	2"	Displacement	Outside	\$0.00	Back up meter no charge
13-0680-00	2"	Displacement	Inside	\$33.74	*See Tier Chart Below
				\$375.73	

Tier Chart

0-1,000,000 cubic feet	3.62 per 100 cubic feet
1,000,000 to 1,300,000 cubic feet	3.08 per 100 cubic feet
All over 1,300,000 cubic feet	2.90 per 100 cubic feet

4. Term of Contract. That this contract shall extend for a term of Thirty (30) years from the date first above written, and thereafter may be renewed or extended for such time, or terms, as may be agreed upon by the Seller and Purchaser. Upon expiration of this agreement and non-renewal by mutual agreement, the parties shall equally share the cost of meter removal and disconnection.

5. Failure to Deliver. That the Seller will, at all times, operate and maintain its system in an efficient manner, and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch.
6. Extended Shortage. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's customers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
7. Modification to Contract and Rate Changes. That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser of water delivered are subject to modification from time to time. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in costs of performance hereunder, but such costs shall not include increased capitalization of Seller's system attributable to Seller's distribution system, unless Seller's system has met or exceeded its capacity in serving its own territorial customers and capital upgrades are necessary to fulfill Seller's obligations under this Agreement. Rate increases will become effective Sixty (60) days after they are communicated in writing from Seller to Purchaser for consideration by Purchaser's governing board. Seller will notify Purchaser and allow Purchaser to make comment on the proposed new rate. Other provisions of this contract, not dealing with rates, may be modified or altered by mutual agreement.
8. Insurance. Throughout the term of this Agreement, each party shall maintain insurance in the amounts set forth in Section 537.610 RSMo, and as annually adjusted. Upon request of either party, the requested party shall provide proof of its current coverage. In the event that a party to this Agreement may add the other party to its general liability coverage as an additional named insured without payment of additional premium, they shall do so.
9. Miscellaneous. That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by,

and/or a grant from, the United States of America, acting through the Rural Development of the United States Department of Agriculture, and the provisions' hereof pertaining to the undertakings of the Purchaser, and any modifications hereof, are conditioned upon the approval, in writing, of the State Director of Rural Development.

10. Successor to the Parties. This contract shall be binding upon the Seller and the Purchaser and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in five counterparts, each of which shall constitute an original.

City of Higginsville, Missouri

SELLER

ATTEST:

City Clerk Sheri Tieman

By _____
Mayor Donald Knehans

Consolidated Public Water Supply
District No. 2 of Lafayette, Johnson,
And Saline Counties, Missouri

PURCHASER

ATTEST:

District Clerk

By _____
President

This contract is approved on behalf of Rural Development this ____ day of _____, 2026.

By _____
Area Director

Tammie Winter

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Monday, June 15, 2026 10:48 AM
To: Tammie Winter
Subject: RE: Addendum

Great....I'll bring it here in a bit. Beautiful day to be outside.
Thanks!

Sheri Tieman

City Clerk

City of Higginsville

1922 Main St., P.O. Box 110

Higginsville, MO 64037

660-584-2106

cityclerk@higginsville.org

From: Tammie Winter <twinter@cpwsd2ljs.com>
Sent: Monday, June 15, 2026 10:40 AM
To: Sheri Tieman <cityclerk@higginsville.org>
Subject: RE: Addendum

Hello, happy Monday! Yes, I plan to be here all day.

Thank you,

Tammie Winter, Manager

Consolidated Public Water
Supply District No. 2 of Lafayette,
Johnson & Saline Counties
660-584-2344

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Monday, June 15, 2026 10:37 AM
To: Tammie Winter <twinter@cpwsd2ljs.com>
Subject: RE: Addendum

Good Morning, Tammie! Are you in the office today? If so, I can bring you this revised contract.

Thanks!

Sheri Tieman

City Clerk

City of Higginsville
1922 Main St., P.O. Box 110
Higginsville, MO 64037
660-584-2106
cityclerk@higginsville.org

From: Tammie Winter <twinter@cpwsd2ljs.com>
Sent: Friday, June 12, 2026 3:32 PM
To: Sheri Tieman <cityclerk@higginsville.org>
Subject: RE: Addendum

Hi Sheri ~ next week when you have both documents will be fine. Our board meeting is Monday evening, and I won't be able to get it on the agenda. I'll plan on executing everything at the July meeting.

You all have a wonderful weekend too. Maybe a bit more tolerable to be outside!

Thank you,
Tammie Winter, Manager

Consolidated Public Water
Supply District No. 2 of Lafayette,
Johnson & Saline Counties
660-584-2344

From: Sheri Tieman <cityclerk@higginsville.org>
Sent: Friday, June 12, 2026 2:54 PM
To: Tammie Winter <twinter@cpwsd2ljs.com>
Subject: Addendum

Hey, Tammie....I know Brandon is working on updating the contract with you, and should have it done next week.

I do have the Addendum ready for the rate increase we will have in August. Do you want me to go ahead and drop that off with you, or wait until he completes the contract?

Thanks and have a great weekend.

Sheri Tieman
City Clerk
City of Higginsville
1922 Main St., P.O. Box 110
Higginsville, MO 64037
660-584-2106
cityclerk@higginsville.org

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 2
OF LAFAYETTE, JOHNSON AND SALINE COUNTIES, MISSOURI

MINUTES OF REGULAR MEETING
OF BOARD OF DIRECTORS

A regular meeting of the Board of Consolidated Public Water Supply District No. 2 of Lafayette, Johnson and Saline Counties, Missouri, was held on the 20th day of July 2026, at the official office of the District at 7:30 o'clock P.M. pursuant to Article IX of the corporate by-laws.

The meeting was called to order by the President. The District Clerk acted as Secretary of the meeting. Upon calling the roll, the Clerk announced the following directors present:

Debbie Lueck, President	Present
David Handly, Vice President	Present
Michael Arth, Director	Present
Joel Oetting, Director	Present
Troy Dobson, Director	Present

Also Present:

Tammie Winter, District Manager
Mike Ryun, Operations Manager and Treasurer
Mandy Thaller, Deputy District Clerk
Matt Limback, District Clerk

The minutes of June 15th, 2026, Regular meeting of the Board of Directors were approved as presented.

Director Joel Oetting moved a motion to approve the agenda as presented. Director David Handly seconded the motion. Motion carried.

Roll Call:	Debbie Lueck	Yea
	David Handly	Yea
	Michael Arth	Yea
	Joel Oetting	Yea
	Troy Dobson	Yea

Director Joel Oetting moved a motion to approve the bid from Meyer Motors in the amount of \$22,801.20 for a 2026 half-ton truck. Director Troy Dobson seconded the motion. Motion carried.

Roll Call:	Debbie Lueck	Yea
	David Handly	Yea
	Michael Arth	Yea

Joel Oetting	Yea
Troy Dobson	Yea

Thereupon, President Debbie Lueck presented the following resolution for consideration:

A GENERAL RESOLUTION OF THE BOARD OF DIRECTORS OF CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 2 OF LAFAYETTE, JOHNSON AND SALINE COUNTIES, MISSOURI, APPROVING THE WATER PURCHASE CONTRACT WITH THE CITY OF HIGGINSVILLE, MISSOURI.

Upon motion moved by Director Joel Oetting, seconded by Director David Handly, said resolution was passed, approved, and adopted by the following vote:

Roll Call:	Debbie Lueck	Yea
	David Handly	Yea
	Michael Arth	Yea
	Joel Oetting	Yea
	Troy Dobson	Yea

Thereupon, President Debbie Lueck presented the following resolution for consideration:

A RESOLUTION OF CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 2 OF LAFAYETTE, JOHNSON AND SALINE COUNTIES, MISSOURI, ESTABLISHING SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.

Upon motion moved by Director Troy Dobson, seconded by Director Michael Arth, said resolution was passed, approved, and adopted by the following vote:

Roll Call:	Debbie Lueck	Yea
	David Handly	Yea
	Michael Arth	Yea
	Joel Oetting	Yea
	Troy Dobson	Yea

Director Michael Arth moved a motion to approve to present AT&T with a new rate structure to accommodate their request for additional antennas on the tower. Director Troy Dobson seconded the motion. Motion carried.

Roll Call:	Debbie Lueck	Yea
	David Handly	Yea
	Michael Arth	Yea

Joel Oetting
Troy Dobson

Yea
Yea

There being no further business to come before the meeting, upon motion duly made, seconded, and passed by unanimous vote, the meeting thereupon adjourned at 8:35 o'clock P.M.

President

(SEAL)

ATTEST:

District Clerk

CERTIFICATION

I, the undersigned, Clerk of the Board of Directors of Consolidated Public Water Supply District No. 2 of Lafayette, Johnson and Saline Counties, Missouri, do hereby certify that the attached and foregoing is a true and correct genuine copy of the original of the Minutes of Regular meeting of the Board of Directors held on July 20, 2026 and that the same has not been rescinded, modified or revoked as of this date.

(SEAL)

District Clerk
