

ORDINANCE AND RESOLUTION FACT SHEET

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND LAKEVIEW WATER WORKS DISTRICT FOR EMERGENCY CONNECTION OF WATER SUPPLY SERVICE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	1/8/14	Water & Sewerage Administration SPONSOR OR COUNCIL MEMBER

PURPOSE

The City of Shreveport may contract with private firms to furnish water if they find it to be of a public interest. The Water & Sewerage Department has the supply of water available to deliver and sell water to the Lakeview Waterworks District (Lakeview), as an emergency backup water connection.

This Ordinance or Resolution will have direct impact on Council District:

All**BACKGROUND INFORMATION**

The City of Shreveport is currently providing water to Lakeview Waterworks District as a bulk customer. Lakeview intends to change its water supply from the City of Shreveport to Blanchard Water System. Lakeview has requested that the City maintain the existing connection and metering facilities at no charge to serve as a backup water supply in the event of an emergency in return for the City's use (including operation and maintenance) of a 10 inch transmission main owned by Lakeview. Lakeview would pay for any water supplied by the City as a result of an emergency at commercial outside City rates as established by current Ordinances.

TIMETABLE

Introduction:	January 14, 2014
Final Passage:	January 14, 2014

SPECIAL PROCEDURAL REQUIREMENTS

None.

FINANCES

\$0

SOURCE OF FUNDS**CONCLUSION****FACT SHEET PREPARED BY:**
 Barbara Featherston
 Director of Water and Sewerage

RESOLUTION NO. ____ OF 2014

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND LAKEVIEW WATERWORKS DISTRICT FOR EMERGENCY CONNECTION OF WATER SUPPLY SERVICE AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, the City of Shreveport is authorized to contract with private firms to furnish water; and

WHEREAS, The City of Shreveport may contract with private firms to furnish water if they find it to be of a public interest. The Water & Sewerage Department has the supply of water available to deliver and sell water to the Lakeview Waterworks District, as an emergency backup water connection; and

WHEREAS, the City of Shreveport finds it to be the public interest to enter into such an agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Shreveport in due, regular and legal session convened, that the Mayor be and he is hereby authorized to execute an agreement with Lakeview Waterworks District for emergency connection of water supply service.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provision, items or application of this resolution which can be given effect without the invalid provision, items or applications, and, to this end, the provisions of this resolution are hereby declare severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

STATE OF LOUISIANA

PARISH OF CADDO

WATER SERVICE AGREEMENT BETWEEN
THE CITY OF SHREVEPORT
AND THE LAKEVIEW WATERWORKS DISTRICT

THIS AGREEMENT, made and entered this ____ day of _____, 2014, by and between the City of Shreveport, Louisiana, acting by and through its Mayor, Honorable Cedric B. Glover, duly authorized, hereinafter referred to as the “City”, and the Lakeview Waterworks District, acting by and through its President, Harry Lowery , duly authorized, hereinafter referred to as “Lakeview.”

WHEREAS, the City and Lakeview, through Lakeview’s predecessor entity, Lakeview Water Company, have previously entered into an agreement for the supply of water to Lakeview and for the City to operate and maintain a ten-inch transmission main owned by Lakeview;

WHEREAS, Lakeview has contracted with the Town of Blanchard for the future supply of its water;

WHEREAS, the City agrees to sell and Lakeview agrees to purchase water as needed for emergencies upon the conditions and limitations hereinafter provided;

WHEREAS, Lakeview is supplied water from the City through a ten-inch transmission main connected to the City’s water system;

WHEREAS, the City is currently solely responsible for the operation and maintenance of said main; and,

WHEREAS, it would be beneficial to both the City and Lakeview if the operation and maintenance of the transmission main continue to be the sole responsibility of the City, since it would provide an emergency supply of water to Lakeview and increase the City’s ability to provide water to

the Northern Section of the City.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

I

Within the limits and subject to the provisions of Chapter 94 of the Code of Ordinances of the City of Shreveport and this Agreement, the City shall sell, and deliver, or cause to be delivered to, and Lakeview agrees to purchase from the City at the points hereinafter specified, up to 200,000 gallons per day of potable water for transmission and distribution to its specified service areas, upon notification as provided herein. The parties to this Agreement specifically acknowledge, understand and agree that all applicable provisions of Chapter 94 of the Code of Ordinances of the City of Shreveport shall be incorporated into and form a part of this Agreement as if written herein in extension.

II

Lakeview shall notify the City's Director of the Department of Water and Sewerage, or her designee, of its need for such water and its desire to invoke the relevant terms of this Agreement. The City shall begin supplying water to Lakeview at the point specified herein and under the terms and conditions specified herein, upon receipt of such notice. Lakeview is under no obligation to purchase water from the City.

III

The City agrees to continue to operate and maintain at its sole expense the following described water transmission main which is owned by Lakeview:

A ten-inch cast iron water transmission main from the City's Amiss Water Treatment Plant along the east edge of the Kansas City Southern Railway's tracks approximately 12,525 feet to a point near the intersection of Blanchard Road (State Highway 173) and North Lakeshore Drive, as shown on the map which is attached hereto and made a part hereof.

IV

In consideration of the operation and maintenance of the above described water transmission main, Lakeview agrees to continue to allow the City to tap the main as required to provide service to the customers of the City's waterworks system. Lakeview also agrees to allow the City to incorporate the above described main into the City's waterworks system by interconnection at any point chosen by the City.

V

In consideration of the benefits obtained by the City as a result of the use of Lakeview's water main, the City agrees to waive that portion of Lakeview's monthly water bill for the water meter fee. This waiver shall terminate when the City no longer utilizes Lakeview's transmission main.

VI

All operation and maintenance activities performed by the City in connection with the above described transmission main shall be in accordance with accepted practices of the waterworks industry. Any authorized representative of Lakeview shall have the right to observe or otherwise obtain information about the City's operation and maintenance of the main. Formal requests for information pursuant to this Agreement shall be addressed to the Director of Water and Sewerage of the City.

VII

No assignment, transfer, or sublease of this Agreement shall be valid without the written consent of the other party.

VIII

It is hereby recognized that this Agreement and the parties thereto are subject to the terms and conditions of an Agreement dated August 18, 1970, by and between the Kansas City Southern Railway Company and Lakeview unless specifically altered by this Agreement. The August 18, 1970 Agreement shall remain in full force and effect.

IX

Lakeview shall pay for any quantity of water used by it and furnished by the City under this Agreement according to current and any new rates established in Chapter 94 of the Code of Ordinances of the City of Shreveport, using the rates set forth therein for “Outside City Commercial Uses.”

In the event that changes in the charges of water services hereunder are required to assure a fair return to the City and to preclude undue discrimination or preference as between customers of the City receiving comparable service under similar conditions, the City may modify the charges provided in the rate schedule for service to Lakeview.

The City shall notify Lakeview of its intention to change its rates to Lakeview not less than ninety (90) days prior to the effective date of such change by so informing Lakeview in writing. Should Lakeview object to the basis for a propose rate increase, its representatives shall the right to state the reason(s) for the objection at a meeting of the City Council prior to the effective date of the increase. However, nothing in this Agreement shall be construed so as to abridge the right of the City Council of the City of Shreveport to set water rates for all its customers. In any event, as is the case now, Lakeview’s rates shall remain equal to other commercial customers located outside the City’s municipal limits.

X

The City shall render Lakeview monthly bills for the services provided herein. All charges set forth under this Agreement shall be due and payable by Lakeview on statement due date. If said charges are not paid within twenty (20) days of said due date, water service to Lakeview may, at the City’s option, be discontinued until all charges due to the City are brought current.

XI

City may discontinue water service under this Agreement if the level of Cross Lake falls below 167.19 feet, and shall so notify Lakeview.

XII

City shall use due diligence in the operation and maintenance of its equipment and facilities so as to furnish Lakeview with a source of water under this Agreement, and Lakeview shall use diligence to use the City's water service in such a manner as not to interfere with the City's water service to its own citizens, and shall also utilize the City's water service in such a manner as not to exceed the limit on such use specified herein.

Except as to Lakeview's payment of charges for water actually used under the terms and conditions of this Agreement, neither party shall be liable for damages, breach of contract, or otherwise by reason of the failure, suspension, diminution or other variance in water service as the result of injunction, fire, strike, riot, explosions, flood, accident, or curtailment, failure or breakdown of equipment or facilities, acts of God or the public enemy, or other acts or conditions beyond the control of the parties. Furthermore, neither party shall be liable for damages resulting from interruption of service when such interruptions are necessary to make repairs, changes, changes, or adjustments in equipment and facilities.

XIII

The Agreement shall be in effect for a period of 10 years, commencing 2014 and ending 2024 and may be renewed by mutual consent of both parties.

Either party to this Agreement may terminate it upon written notice to the other party, for the violation of any condition contained herein. This Agreement may also be terminated upon the mutual consent of the parties hereto.

XIV

Lakeview shall indemnify and hold harmless the city against any and all claims, demands, actions, and judgments lodged, asserted or recovered by others for loss, damage or injury to person or other property, including death, arising out of or in connection with any acts of the City, its agents or employees in carrying out its responsibilities under the Agreement, except those resulting from the sole and proven negligence of the City, its agents or employees.

XV

This Agreement is not assignable by Lakeview without the prior written approval of the City.

XVI

Except as provided in Section VIII, all prior agreements between the parties or their predecessors relating to water service are hereby terminated.

THUS DONE AND PASSED in the presence of me, Notary Public, and the undersigned competent witnesses in Shreveport_____, Louisiana, this _____day of _____, 2014.

WITNESSES:

LAKEVIEW WATERWORKS DISTRICT

BY:

Harry Lowery, President

NOTARY PUBLIC

THUS DONE AND PASSED, in the presence of me, Notary Public, and the undersigned competent witnesses in Shreveport, Louisiana, this _____ day of _____ 2014.

WITNESSES:

CITY OF SHREVEPORT

BY:

Mayor Cedric B. Glover

NOTARY PUBLIC