

AMENDMENT TO RESOLUTION 206 OF 2013

Amendment Number 1 by _____, to a Resolution authorizing the Mayor to execute a contract agreement between the City of Shreveport and Denny Drive Water System (DBA Eagle Water, Inc.) for emergency connection of water supply service, and to otherwise provide with respect thereto.

Substitute the attached copy of the resolution for the copy of the resolution previously introduced.

Explanation of Amendment: Amended resolution adds information pertaining to maximum water use as well as map of service area and connection location.

RESOLUTION NO. ____ OF 2014

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A
CONTRACT AGREEMENT BETWEEN THE CITY OF SHREVEPORT AND
DENNY DRIVE WATER SYSTEM (DBA EAGLE WATER, INC.) 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 has a supply of water available for delivery to Denny Drive Water System (DBA Eagle Water, Inc.) and is willing to sell and deliver such water for transmission and distribution for emergency purposes; 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 Denny Drive Water System (DBA Eagle Water, Inc.) 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BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.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

CONTRACT FOR EMERGENCY CONNECTION FOR WATER SUPPLY BETWEEN
CITY OF SHREVEPORT, LOUISIANA AND
DENNY DRIVE WATER SYSTEM (DBA EAGLE WATER, INC.)

THIS AGREEMENT, made and entered into this ___ day of _____, 20__ , by and between the City of Shreveport, Louisiana, acting by and through its Mayor, Cedric Glover, duly authorized, hereinafter referred to as “City” and Denny Drive Water System (DBA Eagle Water, Inc.), acting by and through its President, Teresa Knight, duly authorized, hereinafter referred to as “Denny Drive Water”.

WHEREAS, the City has a supply of water available for delivery to Denny Drive Water and is willing to sell and deliver such water for transmission and distribution, subject to the terms and conditions herein provided; and

WHEREAS, the parties hereto are authorized by law to enter into such agreement; and

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

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the City agrees to sell and Denny Drive Water agrees to purchase water as needed for emergencies upon the conditions and limitations hereinafter provided:

I.

Within the limits and subject to the provision 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 Denny Drive Water agrees to purchase from the City at the points hereinafter specified, up to four thousand (4,000) 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.

Denny Drive Water shall notify the City's Director of the Department of Water and Sewerage, or her designee, of its need for such water and that it desires to invoke the terms of this contract. The City shall begin supplying water to Denny Drive Water at the points specified herein and under the terms and conditions specified herein, upon receipt of such notice.

III.

Denny Drive Water's service area is defined herein, as set forth in Exhibit "A", which is attached hereto and made a part hereof.

Denny Drive Water shall not extend or expand its service area subject to this agreement without prior approval in writing from the Mayor of the City after recommendation from the Director of Water and Sewerage.

IV.

The point of connection and meter shall be located as set forth in Exhibit A, which is attached hereto and made a part hereof, and meter box shall be constructed by Denny Drive Water in accordance with the City of Shreveport standard specifications for water and sewerage.

V.

Denny Drive Water shall pay for any quantity of water used by it and furnished by 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 Denny Drive Water.

The City shall notify Denny Drive Water of its intention to change its rates to Denny Drive Water not less than ninety (90) days prior to the effective date of such change by so informing Denny Drive Water in writing. Should Denny Drive Water 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.

VI.

The City shall render Denny Drive Water monthly bills for the services provided herein. All charges set forth under this Agreement shall be due and payable by Denny Drive Water on statement due date. If said charges are not paid within twenty (20) days of said due date, this Agreement shall be null and void and of no effect without further action on the part of the parties hereto.

VII.

City may discontinue water service under this Agreement if the level of Cross Lake falls below 167.19 feet, and shall so notify Denny Drive Water. During the period of time when service is discontinued, Denny Drive Water shall not be assessed the monthly service charge.

VIII.

City shall use due diligence in the operation and maintenance of its equipment and facilities so as to furnish Denny Drive Water with a source of water under this agreement, and Denny Drive Water 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 Denny Drive Water'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 City. 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.

IX.

The agreement shall be in effect for a period of 10 years, commencing 2013 and ending 2023 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.

X.

Denny Drive Water 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.

XI.

This agreement is not assignable by Denny Drive Water without the prior written approval of the City.

THUS DONE AND PASSED in the presence of me, Notary Public, and the undersigned competent witnesses in Shreveport, Louisiana, this _____ day of _____, 20_____.

WITNESSES:

DENNY DRIVE WATER SYSTEM

BY: _____
Theresa Knight, 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 _____ 20_____.

WITNESSES:

CITY OF SHREVEPORT

BY: _____
Mayor Cedric B. Glover

NOTARY PUBLIC