

# WATER USER'S AGREEMENT

## CITY OF HOPKINS, NODAWAY COUNTY, MISSOURI

The undersigned, being the owner or occupier of land located within the City of Hopkins, hereby makes application to said City for 1 (number) water service connection(s), and if water service is made available by said City, agrees to the following conditions:

1. To become a water user of the City, and I hereby tender a sum of \$300.00 to be added to any prior deposit for water service connection(s). Said deposit shall be held until all bills for the property are paid, and only then returned. Any debt connected with any property will be considered due and payable by the current renter or the current owner of the property, even if the current owner did not own the property when the debt was accrued.
2. Pay a minimum monthly meter charge for the water service connection from the time service is made available by the City and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Aldermen. Any changes made in the minimum monthly water charge and rate schedule by the Board of Aldermen of the City shall become a part of this agreement as though fully set out herein.

"THEREFORE, the rates which shall be charged and collected by the City of Hopkins, Missouri, for water and sewer service furnished by the combined waterworks and sewerage of the city of Hopkins, Missouri, shall be based on the amount of water used by each customer which shall be as follows:

A. For RESIDENTIAL users within the city limits the following charges shall be made:

- (1) for the first 1,000 gallons of water there shall be a minimum charge of \$50.00 per month;
- (2) for all over 1,000 gallons a charge of \$20.00 per 1,000 gallons or fraction thereof, per month;
- (3) a sewer charge of a minimum of \$30.00 per month for the first 1,000 gallons or less of water used and 70% of the amount of water used over 1,000 gallons for all customers with sewer hookups.

B. For COMMERCIAL users within City limits the following charges shall be made:

- (1) for the first 1,000 gallons of water there shall be a minimum charge of \$50.00 per month;
- (2) for all over 1,000 gallons a charge of \$20.00 per 1,000 gallons or fraction thereof, per month;
- (3) a sewer charge of a minimum of \$30.00 per month for the first 1,000 gallons or less of water used and 70% of the amount of Water used over 1,000 gallons for all customers with sewer hookups.

C. For RESIDENTIAL USERS outside the City Limits the following charges shall be made:

- (1) for the first 1,000 gallons of water there shall be a minimum charge of \$55.00;
- (2) for all over 1,000 gallons a charge of \$35.00 per 1,000 gallons or fraction thereof, per month.

D. The above rates shall be effective beginning with the August billing, 2024.”

3. When the Rules and Regulations of the City provide that:

a. The City will read the water meters, service bill for water used shall be rendered by the City on or before the 5th day of the month following the month in which the water is used, and the undersigned agrees to pay said service bill on or before the 20th day of the month in which the bill is rendered, Failure of the City to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the 20th day of the month in which the bill is rendered shall result in a 10% finance fee for the outstanding balance. Failure to pay a bill by the last day of the month in which the bill is rendered shall result in a flat late fee of \$10.00 for water and \$5.00 for sewer. Failure to pay a bill by the 15th day of the month following the month in which the bill is rendered shall result in discontinuation of the service.

b. Only when the Rules and Regulations of the City provide that water users will read their own water meters and remit payments without notice, water users will read their own meters on the 25th of each month, or the earliest date thereafter, and remit the payment of the month's water bill not later than the 10th day of the month following the month for which the bill is due as set forth in the water rate schedule. Bills not paid on the 15th day of the month shall be subject to disconnection. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuation of the service.

4. The water service supplied by the City shall be for the sole use of the undersigned, the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, shall supply water to only one residence or business establishment located on hand within the City.
5. If after water service is made available, the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and the Rules and Regulations of the City, reconnection shall be upon the conditions set out by the Bylaws and the Rules and Regulations of the City.
6. The undersigned agrees that he will make no physical connection between any private water system and the water system of the City. Representatives of the City may, at any reasonable time,

come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

7. The laws of the State of Missouri, the Bylaws of the City of Hopkins and the Rules and Regulations of the City of Hopkins as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.
8. The undersigned agrees that he will grant a water line easement to the City for the transmission of water over, under and across any interest he may have in real property bounding the roads along which the initial water transmission lines of the City are planned in consideration for the City accepting this application.
9. The location or description of the property to be served by the water service connection is: (Set forth either the legal description of the property or the address and location thereof.)

Name(s) \_\_\_\_\_

Address (mailing) \_\_\_\_\_

Location Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Owner, tenant or other \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Receipt of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ is hereby acknowledged.  
(check, cash, etc.)

Name \_\_\_\_\_ Date \_\_\_\_\_