

THE EMPIRE DISTRICT ELECTRIC COMPANY
MUNICIPAL ELECTRIC SERVICE AGREEMENT

BILL NO: 15-01

ORDINANCE NO: 150112

"AN ORDINANCE authorizing and providing a contract between the CITY of Willard, Missouri (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and in consideration of COMPANY's covenants and obligations contained herein and COMPANY's acceptance of the terms and conditions contained herein for the establishment, operation and maintenance of the Company's facilities within the CITY; except providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property."

"BE IT ORDAINED by the Board of Aldermen of the CITY of Willard as follows."

ARTICLE 1: That said CITY of Willard, Missouri is hereby authorized and does contract with The Empire District Electric Company, a corporation, its successors or assigns for electric service and equipment to light the CITY's streets, alleys and public ways; and electric service for light and power for the CITY's parks, other properties and public places.

ARTICLE 2: The CITY and the COMPANY mutually agree that this ordinance will constitute a contract and that all of its terms, conditions and provisions for payment shall be in effect for a period of two (2) years from the date of execution hereof as provided in Article 13; and shall be automatically extended for a further period of two (2) years from each successive expiration date unless one party shall notify the other in writing not less than sixty (60) days prior to any such expiration date of its desire to terminate this agreement; and further providing that this contract shall not be effective for a total period exceeding ten (10) years; and further provided that the terms of Article 5 are not limited by the terms of Article 2.

ARTICLE 3: The COMPANY agrees to furnish and the CITY agrees to use and pay for the street lighting service described in SPL Street Lighting data sheet, designated Exhibit A, attached hereto and made a part hereof, and for any and all additional street lighting service subsequently agreed upon under the terms of this contract or any amendment hereto, according to the rates and conditions set out in the Municipal Street Lighting Service Schedule SPL, attached hereto and made a part hereof.

ARTICLE 4: When, by agreement with the CITY, the COMPANY shall install, own, operate and maintain street lights charged for under Schedule SPL, or is required to provide special or excessive electric facilities to serve CITY owned street lighting systems served under Schedule SPL, there shall be charged, in addition to the rates hereinbefore set out, a Facilities Usage Charge, payable as herein provided, as mutually agreed upon by the parties.

ARTICLE 5: It is agreed that the Facilities Usage Charge shall be computed at the rate set forth in Municipal Street Lighting Service Schedule SPL as now or in the future approved by competent authority having jurisdiction. Said rate shall be applied to the investment in COMPANY owned street lights and special or excessive electric facilities to serve CITY owned street lights utilized by the CITY under Schedule SPL. The total of such investment by the COMPANY is \$249,398.33 and the total of the Facilities Usage Charge shall be \$22,445.85 until additional street lights are requested by the CITY and installed by the COMPANY and this contract amended by written agreement. Such Facilities Usage Charge shall be due and payable by the CITY of Willard, Missouri, to the COMPANY so long as the street lights and/or special electric facilities herein referred to in Article 4 and its references shall be utilized by said CITY, but for a term of not less than ten (10) years from date hereof, and shall be payable as provided in said Schedule SPL.

ARTICLE 6: The COMPANY agrees to change the location of any street lamp in use upon the written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof.

ARTICLE 7: The COMPANY shall furnish and the CITY shall take and pay for all electric service for municipal use, other than street lighting service, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to the rates and provisions of the filed standard rate schedules of the COMPANY, and subject to the valid rates, rules and regulations of any competent regulating authority of COMPANY.

ARTICLE 8: The rates and conditions set forth in the attached Schedule SPL, and all applicable rates, rules and regulations of the COMPANY filed with competent authority having jurisdiction as now or hereafter promulgated, shall be allowed provided the CITY utilizes the COMPANY's service for its entire requirements for electric or power service and the COMPANY serves the CITY under the provisions of an electric franchise having an original term of not less than ten (10) year; except for providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees or any ad valorem tax on the COMPANY's real estate and personal property.

ARTICLE 9: The COMPANY agrees to protect the CITY and save it harmless from any and all loss, damage or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and all equipment owned by it, and used to supply service under this contract.

The CITY agrees to protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the sole and proximate result of the COMPANY's negligence.

ARTICLE 10: The COMPANY agrees to exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be furnished and maintained in a satisfactory manner.

ARTICLE 11: The CITY agrees for the term of this contract to utilize the COMPANY's service for the purpose herein set forth, and that the electric service rendered the CITY hereunder shall be for its use alone, and shall not be resold, and that it will utilize no electric or power service from a source other than the COMPANY.

ARTICLE 12: This contract supersedes all prior representations or agreements, either verbal or written concerning matters herein contained, and shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

ARTICLE 13: Upon the passage and approval of this Ordinance, two copies thereof shall be prepared by the Clerk, and shall be signed in the name of the CITY by the Mayor with the seal of the CITY affixed, attested by the Clerk, and shall also be signed for THE EMPIRE DISTRICT ELECTRIC COMPANY by a proper officer, with the seal of the COMPANY affixed, attested by Its Secretary,

EMPIRE DISTRICT ELECTRIC COMPANY

C. Mo. No. 5 Sec. 3 17th Revised Sheet No. 1Canceling P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 1For ALL TERRITORYMUNICIPAL STREET LIGHTING SERVICE
SCHEDULE SPL

AVAILABILITY:

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:

Incandescent Lamp Sizes (No New Installation Allowed)

	Annual Charge Per Lamp	Annual kWh	Watts
4,000 lumen	\$ 65.55	1,088	

Mercury-Vapor Lamp Sizes:

7,000 lumen	89.02	784	175
11,000 lumen	106.85	1,186	250
20,000 lumen	152.97	1,868	400
53,000 lumen	258.08	4,475	1000

High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):

6,000 lumen	83.42	374	70
16,000 lumen	104.43	694	150
27,500 lumen	135.91	1,271	250
50,000 lumen	193.68	1,880	400
130,000 lumen	312.56	4,313	1000

Metal Halide Lamp Sizes:

12,000 lumen	130.55	696	175
20,500 lumen	159.99	1,020	250
36,000 lumen	214.03	1,620	400
110,000 lumen	472.96	4,056	1000

The monthly charge per lamp, is 1/12th of the annual charge.

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

FROM THE RECORDS OF THE CITY OF Willard, MISSOURI

THE BOARD OF ALDERMEN of the CITY of Willard, Missouri, met in regular session at 5 o'clock P.M. on January 12, 2015, with the following Board members present:

Alderman Lee, Alderman Reaves, Alderman Larimore, Alderman Buff, Alderman Mowell, Alderman Roggenbush

and with the following Board members absent:

Administrator, J. Everett Mitchell, City Attorney, Ken Reynolds, City Clerk, Dale Avall.

When and where the following, among other proceedings of the Board were had and made a matter of record, to-wit:

"AN ORDINANCE authorizing and providing a contract between the CITY of Willard, Missouri (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and in consideration of COMPANY's covenants and obligations contained herein and COMPANY's acceptance of the terms and conditions contained herein for the establishment, operation and maintenance of the Company's facilities within the CITY; except providing further that nothing herein shall prohibit the CITY from lawfully collecting an Occupation Tax, License Tax, motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property."

CITY Clerk Dale Avall reported that this bill had been on file with the CITY Clerk for public inspection since Dec 1, 2014. After considerable discussion of the matter by the Board with Mike Hayward of The Empire District Electric Company who was present at the meeting on behalf of the Empire company, it was moved by Alderman Larimore, seconded by Alderman Lee, that any rules contrary thereto be suspended and the bill be placed on its first reading; was read in full and passed on its first reading by the following vote:

Alderman Lee (Aye), Alderman Reaves (Aye), Alderman Mowell (Aye), Alderman Larimore (Aye), Alderman Buff (Aye), Alderman Roggenbush (Aye), Nay, None.

It was moved by Alderman Larimore, seconded by Alderman Lee, that the bill be give the title of Ordinance No. 150112 be placed on second and final readings, and be adopted, and the same was adopted by the following vote:

Alderman Mowell (Aye), Alderman Reaves (Aye), Alderman Larimore (Aye), Alderman Buff (Aye), Alderman Roggenbush (Aye), Nay, None.

Said instrument was then signed by the Mayor and attested by the Clerk, and being so passed and adopted, was made a part of the records of the Board of Aldermen.

* * * * *

Furnished by the
City Clerk

CERTIFICATION

I, Dale Swall, Clerk of the CITY of Willard, Missouri do hereby certify that attached hereto is a true and correct copy of Ordinance No. 150112 adopted at a meeting of the Board of Aldermen held on January 12, 2015.

I further certify that Bill No. 15-01 adopted as Ordinance No. 150112 remained on file in my office for public inspection at least thirty (30) days before its final passage.

In Testimony Hereof, I have hereunto set my hand as said CITY Clerk and affixed the seal of said CITY at my office in Willard, Missouri this 12th day of January, 2015.

Dale Swall
CITY CLERK

(S E A L)

January 19, 2015

To the **Mayor** and BOARD OF ALDERMEN
of the City of **Willard, Missouri**:

THE EMPIRE DISTRICT ELECTRIC COMPANY hereby accepts the terms and
provisions of Ordinance No. 15012, passed by your Honorable Body on
January 12, 2015.

By Kelly Walker
Vice President

(SEAL)

ATTEST:

Dale Hay
ASSISTANT Secretary

