

THE EMPIRE DISTRICT ELECTRIC COMPANY MUNICIPAL ELECTRIC SERVICE AGREEMENT

FIRST READ: 10/27/25
BILL NO: 25-67

SECOND READ:
ORDINANCE NO: 251027B

"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 including but not limited to COMPANY's agreement to payment by the COMPANY of the Franchise Tax imposed upon COMPANY by **Ordinance No. 251027B of the CITY** as full payment by the COMPANY of any Franchise Tax, or any similar tax or charge imposed upon the COMPANY by the CITY (other than the Franchise Tax imposed upon the COMPANY by **Ordinance No. 251027B of the CITY**, or any amendment thereof) 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, 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 Company's most recent Municipal Street Lighting Service Schedules (currently SPL Schedules) on file and approved by the Missouri Public Service Commission.

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 **\$364,267.85** and the total of the Facilities Usage Charge (Excess Facilities) shall be **\$32,784.11 annually** until additional street lights are requested by the CITY and installed by the COMPANY and this contract amended by written agreement. Any agreed upon additions, removals, or other changes that are currently in process may not be reflected in this amount. 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 or the facilities associated with street lamp 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 Schedules SPL and LED, 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) years; and COMPANY's agreement to pay the Franchise Tax imposed upon COMPANY by **Ordinance No. 251027B of the CITY**; shall be accepted by the CITY as full payment of any Franchise Tax or any similar tax or charge imposed upon the COMPANY by the CITY (other than the Franchise Tax imposed upon the COMPANY by **Ordinance No. 251027B of the CITY**, or any amendment thereof) for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; provided however that nothing herein shall prohibit the CITY from lawfully collecting 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, and thereupon same shall be a valid and binding contract between the said parties. One counterpart shall be delivered to the Clerk, placed and kept in the records of the CITY and the other counterpart shall be delivered to the COMPANY.

Approved this _____ day of _____, 20____.

(CITY SEAL)

CITY OF WILLARD, MISSOURI

ATTEST:

CLERK

MAYOR

The foregoing Ordinance having been duly passed and adopted, the CITY of **WILLARD**, Missouri and THE EMPIRE DISTRICT ELECTRIC COMPANY hereby execute this contract in their respective corporate names by their proper officers with their respective corporate seals hereto affixed, as and for their contract covering all the terms of said Ordinance.

Done this _____ day of _____, 20____.

(CITY SEAL)

CITY OF WILLARD, MISSOURI

ATTEST:

By

CLERK

MAYOR

THE EMPIRE DISTRICT ELECTRIC COMPANY

(COMPANY SEAL)

By

PRESIDENT

ATTEST:

SECRETARY

Date

STATE OF MISSOURI }
COUNTY OF GREENE } SS.
CITY OF WILLARD }

I, _____, Clerk of the CITY of WILLARD, Missouri do hereby certify that the above and foregoing is a full, true and correct copy of Ordinance No. 251027B of the CITY, duly passed by the Governing Body of said CITY and the execution of the contract therein provided, as the same appears on the records of said CITY.

Witness my hand and the seal of said CITY, this _____ day of _____, 20____.

CLERK

(CITY SEAL)

FROM THE RECORDS OF THE CITY OF WILLARD, MISSOURI

THE BOARD OF ALDERMEN of the **CITY of WILLARD**, Missouri, met in regular session at _____, at ____ o'clock P.M. on _____, 202____, with the following Board members present:

_____	_____	_____
_____	_____	_____
_____	_____	_____

and with the following Board members absent:

_____	_____	_____
_____	_____	_____

others present at meeting:

_____	_____	_____
_____	_____	_____

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 including but not limited to COMPANY's agreement to payment by the COMPANY of the Franchise Tax imposed upon COMPANY by **Ordinance No. 251027B of the CITY**, as full payment by the COMPANY of any Franchise Tax, or any similar tax or charge imposed upon the COMPANY by the CITY (other than the Franchise Tax imposed upon the COMPANY by **Ordinance No. 251027B of the CITY**, or any amendment thereof) 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 _____ reported that this bill had been on file with the CITY Clerk for public inspection since _____, 202____. After considerable discussion of the matter by the Board, it was moved by _____, seconded by _____, 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:

It was moved by _____, seconded by _____, that the bill be given the title of Ordinance No. ____ be placed on second and final readings, and be adopted, and the same was adopted by the following vote:

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.

* * * * *

I, _____, Clerk of the CITY of _____, Missouri, do hereby certify that the above and foregoing is a true and correct copy of a part of the minutes of the meeting of the Board of Aldermen held _____, 202__ being that part regarding the passage of Ordinance No. ____ as same appears in records of said CITY.

In testimony hereof, I have hereunto set my hand as said Clerk in _____, Missouri, this _____the day of _____, 202__.

CITY CLERK

(N O S E A L)

CERTIFICATION

I, _____, Clerk of the CITY of _____ Missouri do hereby certify that attached hereto is a true and correct copy of Ordinance No. ____ adopted at a meeting of the Board of Aldermen held on _____, 202__.

I further certify that Bill No. ____ adopted as Ordinance No. ____ 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 in _____, Missouri this ____ day of _____, 202__.

CITY CLERK

(N O S E A L)

_____, 202__

To the **Mayor** and Board of Aldermen
of the CITY of _____, Missouri:

THE EMPIRE DISTRICT ELECTRIC COMPANY hereby accepts the terms and
provisions of Ordinance No. _____, passed by your Honorable Body on
_____, 202__.

By _____
Tim Wilson
President - Electric

(S E A L)

ATTEST:

Secretary