

**AN ORDINANCE, OF THE CITY OF OZARK, MISSOURI,  
GRANTING WHITE RIVER VALLEY ELECTRIC COOPERATIVE,  
INC. A FRANCHISE FOR ELECTRIC DISTRIBUTION**

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**WHEREAS**, the City of Ozark, Missouri, (City) and White River Valley Electric Cooperative, Inc. (Cooperative) desire to enter into a Franchise Agreement; and

**WHEREAS**, the Cooperative is a rural electric cooperative corporation organized and existing under the laws of the State of Missouri; and

**WHEREAS**, Recent changes in the law have provided for rural electric cooperatives of this State to provide electric service within the corporate limits of certain cities, including the City of Ozark, Missouri, under the provisions of Sections 386.800, and 394.315, RSMo., and other applicable sections of Chapters 394 and 386, RSMo., if certain requirements are met; and

**WHEREAS**, the Franchise Agreement grants the Cooperative, its successors and assigns, the right to use the streets, alleys and public grounds for the purpose of erecting and maintaining an electric distribution system, with the necessary poles, wires and other apparatus, equipment and appliances therefor, and to string wires above ground or carry same thereunder; and the right to do all things necessary and proper for the purpose of generating or otherwise procuring electric energy, or any part thereof, and distributing same throughout the City and of supplying and selling electric energy for light, power, heat and any other purposes to the City and the inhabitants thereof, and fixing the terms and conditions upon which such rights may be granted and exercised.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OZARK, MISSOURI, as follows, that:**

SECTION 1 – That White River Valley Electric Cooperative, Inc. (hereinafter called the “Cooperative”), its successors and assigns, are hereby authorized and empowered to use the streets, avenues, lanes, alleys and other public grounds and ways in the City of Ozark, Missouri, (hereinafter called the “City”), as its limits now exist or may be altered, for the purpose of erecting and maintaining an electric distribution system, with the poles, wires (above ground or thereunder) and other apparatus, equipment and appliances necessary therefor, subject to reasonable supervision of the Board of Aldermen as to the place and manner of erecting the poles for said purposes; and for the purpose of conducting, supplying, distributing, and selling electric energy to the City and/or the inhabitants thereof for light, power, heat, and any other purposes; and for the purpose of erecting and maintaining a plant or plants in said City for the generating of electric energy, with the right in said Cooperative also to generate or procure said electric energy, or any part thereof, at other points and to carry same into said City and there make distribution and sale thereof, and the further right in said Cooperative to transmit any of said electric

energy from or through said City for sale outside the limits thereof.

SECTION 2 – Said Cooperative shall use every reasonable precaution to avoid damage or injury to person or property and agrees to indemnify and save harmless the said City from damage, injury, suits, actions, loss or expense arising from any negligent construction, reconstruction, repair, maintenance or operation of its said electrical system.

SECTION 3 – The Cooperative agrees that it will furnish continuous and uninterrupted electric service from the beginning of such service to the end of the franchise period, except for interruptions caused by strikes, riots, governmental interference or regulation, acts of Providence, accidents beyond the control of the Cooperative, or necessary maintenance or replacements.

SECTION 4 – The distribution and sale of electric energy to consumers shall be governed by such operating rules, regulations and practices of the Cooperative as may now or hereafter be prescribed or approved by competent authority.

SECTION 5 – The Cooperative shall abide by all applicable provisions of the Municipal Code of the City of Ozark, Missouri, including but not limited to the Dark Skies ordinance for all street lighting. The Cooperative shall use fixtures in the right-of-way that are Dark Skies compliant.

SECTION 6 – The Cooperative shall utilize energy efficient fixtures in the right-of-way.

SECTION 7 – The Cooperative agrees to pay to the City during the term of this Franchise and at such times as may be mutually agreed upon an amount equal to two (2) percent of the charges for services to customers under rate schedules for Residential and Commercial Service.

SECTION 8 – All terms and provisions of this Ordinance shall be binding upon the parties hereto, and upon their respective successors and assigns.

SECTION 9 – This Ordinance establishes a non-exclusive franchise granted by the City to the Cooperative.

SECTION 10 – This Ordinance shall be in full force and effect from and after passage and approval; and all the rights hereby granted shall continue and remain in full force and effect for a period of twenty (20) years from and after the date of passage of this Ordinance, provided that written acceptance by the Cooperative shall be filed with the Clerk within ten (10) days after such passage and approval.

PASSED AT MEETING ON JANUARY 6, 2025.

	AYE	NAY	ABSENT/ABSTAIN
ALDERMAN BRUCE GALLOWAY	X		
ALDERMAN EDDIE CAMPBELL	X		
ALDERMAN CHRIS AIKEN	X		
ALDERMAN DAVID SNIDER	X		
ALDERMAN JIM METCALF	X		
ALDERMAN JEAN ANN HUTCHINSON	X		

APPROVED ON JANUARY 6, 2025.

  
DON CURRENCE, MAYOR

ATTEST:

  
CHANDRA HODGES, CITY CLERK

### CERTIFICATION

I, Chandra Hodges, Clerk of the City of Ozark, Missouri do hereby certify that the above and foregoing is a full, true and correct copy of Ordinance No. 25-006, 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 6<sup>th</sup> day of January, 2025.

  
CITY CLERK

(CITY SEAL)

## **EXPLANATION TO BOARD OF ALDERMAN BILL NO: 3625**

FILED DATE: 12-2-2024

ORIGINATING DEPARTMENT: Law Department

**PURPOSE: AN ORDINANCE, OF THE CITY OF OZARK, MISSOURI, GRANTING WHITE RIVER VALLEY ELECTRIC COOPERATIVE, INC. A FRANCHISE FOR ELECTRIC DISTRIBUTION**

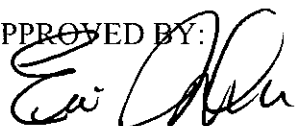
**BACKGROUND INFORMATION:** The City of Ozark, Missouri, ("City") and White River Valley Electric Cooperative, Inc. ("White River"), wish to enter into a Franchise Agreement establishing the rights and responsibilities of each party for the distribution of electric power within the City limits. Recent changes in Missouri law allow for rural electric cooperatives of this state to provide electric service within the corporate boundaries of certain cities, including the City. Property owners are utilizing this change in state law to select electric cooperative service providers prior to annexation. Therefore, the City and White River now wish to enter into a non-exclusive Franchise Agreement.

The proposed Franchise Agreement grants White River the right to use the streets, alleys, and public grounds for the purpose of erecting and maintaining an electric distribution system, with the necessary poles, wires, and other apparatus, equipment and appliances. Pursuant to the terms of this Franchise Agreement, White River will pay to the City an amount equal to two percent of the charges for service to customers under the rate schedules for Residential and Commercial Services. This is the same franchise fee for other electric franchises currently operating within the City limits. Additionally, White River has agreed to comply with the City's Dark Skies law and to utilize energy efficient fixtures in the right-of-way.

SUBMITTED BY:

/s/ Amanda Callaway  
Amanda Callaway  
City Attorney

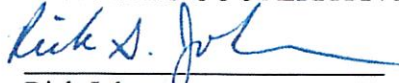
APPROVED BY:

  
Eric Johnson  
City Administrator

**ACCEPTED:**

IN WITNESS WHEREOF, White River Valley Electric Cooperative, Inc. hereby  
accepts this Franchise Agreement as memorialized in Ozark, Missouri Ordinance No. 25-006  
and agrees to abide by its terms as of this date, January 8, 2025.

**WHITE RIVER VALLEY  
ELECTRIC COOPERATIVE, INC.**



Rick Johnson  
Vice President & Chief Engineering Officer

Witness:



Name: Devin Sonnenfelt

Title: SR Business Dev. Specialist