

BILL NO. 2022-99
ORDINANCE NO. 11592

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI GRANTING CENTRAL MISSOURI ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE AND AUTHORIZATION TO CONSTRUCT, OPERATE AND MAINTAIN ALL APPROPRIATE FACILITIES FOR CARRYING OUT ON A LIGHT, HEAT, AND POWER BUSINESS, GRANTING THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES OF THE CITY WITHIN THE PRESENT OR FUTURE SERVICE TERRITORY OF THE COMPANY THEREFORE, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH AUTHORIZATION.

WHEREAS, the City of Sedalia (hereinafter “City”) recently annexed property where citizens are currently being served by Central Missouri Electric Cooperative (hereinafter “Company”); and

WHEREAS, the City is authorized to enter into franchise agreements for the use of public rights of way to supply electric services pursuant to Section 88.770, RSMo; and

WHEREAS, the City and Company desire to enter into a franchise agreement for the use of public infrastructure to continue to supply electric services to citizens; and

WHEREAS, the City Council believes it is in the best interests of the City and its citizens to take all steps necessary to provide reliable electric services.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

SECTION 1. In consideration of the benefits to be derived by the City and the inhabitants thereof from the acquisition, construction, operation and maintenance of an electric system and the supplying of electric power and energy to the public, there is hereby granted to the Company and to its successors and assigns, for the term of twenty (20) years from the effective date hereof, a franchise and authority to acquire, construct, operate and maintain within the existing and any future extended corporate limits of the City, as may then be located within the service territory of the Company, all appropriate facilities and plants for carrying on a light, heat, and power business and all other operations connected therewith or incident thereto for the purpose of supplying electric or other power and energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes within certain portions of the City and other areas within the Company's service territory, to produce and supply such power and energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead lines or otherwise, and for any or all said purposes it is authorized to (i) construct conduits or other underground facilities for the installation and protection of its underground wires, pipes and cables, and place poles, lamp posts, guys, anchors and other facilities in, and locate its overhead and underground wires, pipes, cables and street lights in, on, over, under, along and across all streets, alleys, avenues, bridges, parks, parking and other existing and any future public places, including dedicated easements, (ii) construct, erect and maintain all buildings, machinery and attachments of any and every kind for any and all of said purposes, and (iii) enter upon any and all of said public places within the corporate limits of the City as they now exist or

may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under the City's jurisdiction, and (iv) to trim or remove trees upon and overhanging such public places and make such excavations thereon, all as may be appropriate for the construction, operation, maintenance, repair, replacement and removal of the Company's facilities and plants

SECTION 2. Any pavements, sidewalks or curbing taken up or all excavations made shall be done under the supervision and direction of the City under all necessary permits in such manner as to cause the least reasonable inconvenience; and repairs and replacements shall be made by and at the expense of the Company with all convenient speed, leaving such properties in as good condition as before.

SECTION 3. The Company shall at all times during the term of this franchise supply to consumers of electric power and energy residing within the existing and all future extended corporate limits of the City, as may then be located within the service territory of the Company, such electric power and energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and on terms and conditions prescribed by rates, rules and regulations established by the Board of Directors of the Company and amended from time to time. The City shall cooperate with the Company to provide a map of the City's corporate limits (the "Map"). The Map shall be of sufficient detail to assist Company in determining whether their customers reside within the City's corporate limits. The Map shall serve as a basis for determining Company's obligation hereunder to collect and pay the license fee from customers; provided, however, that if the City's corporate limits are changed by annexation or otherwise, it shall be the Municipality's responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Company. Company's obligation to collect and pay the fee from customers within an annexed area shall not commence until such time after Company's receipt from the City of actual notice of the annexation along with an updated Map including such annexed area as is reasonably necessary for such Company to identify the customers in the annexed area obligated to pay the fee. Nothing contained herein shall be construed as a guarantee by the Company to furnish uninterrupted service. Interruptions due to acts of God, delivery delays, breakdowns or damage to facilities, fire, civil or military authority, strikes or other labor disturbances, orders of courts or regulatory agencies and other causes reasonably beyond the Company's control shall not result in a default by the Company hereunder.

SECTION 4. During the term of this Franchise Ordinance, the City shall provide a listing of customers that are exempt from Franchise Fees under the provisions outlined in this Ordinance. The City shall also be responsible for providing notification of any changes to the list of exempt customers.

SECTION 5. All facilities of the Company installed hereunder shall be constructed in accordance with the then applicable provisions of the National Electrical Safety Code; shall be installed, operated and maintained in accordance with the applicable safety rules and regulations of the Public Service Commission of the State of Missouri; shall be located and placed in public places, pursuant to permits to be issued by the appropriate City authority, in such manner as to interfere with and obstruct as little as reasonably practical in the ordinary use of the public places; and shall not unreasonably interfere with any gas or water main or sewer line laid out or constructed upon or under such public places. The Company shall indemnify and hold the City harmless from and against all liability on account of injury to persons or damage to property caused by the negligence of the Company in the exercise by the Company of its rights hereunder.

SECTION 6. The Company shall calculate the license fee due the city monthly pursuant to Chapter 12, Division 8 of the City of Sedalia Municipal Code, and within thirty (30) days after the last day of each month file a statement notifying the city of the amount of gross revenue subject to payment of the license fee, which was received during the month, and at the time of filing such statement shall pay to the city the license fee due. A five-day grace period will be allowed for good cause shown.

SECTION 7. The term “gross receipts,” when used in this ordinance, shall mean the aggregate amount of all sales and charges from the business of supplying electricity by Company, or any affiliated company, in said municipality during any period less discounts, late payment charges, credits, refunds, sales taxes, franchise fees and uncollectible accounts.

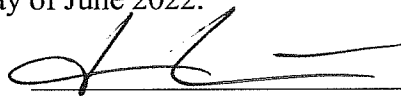
SECTION 8. Company shall, within thirty (30) days after the passage and approval of this ordinance, file a memorandum detailing Company’s acceptance thereof with the City Clerk. Upon receipt by the City Clerk of such memorandum, the franchise granted herein shall continue and remain in full force and effect for a period of twenty (20) years.

SECTION 9. All provisions of this ordinance shall be binding upon and inure to the benefit of Company, its successors and assigns.

SECTION 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.


SECTION 11. This ordinance shall be completed in the form in which it is finally passed and remain on file with the City Clerk for public inspection for thirty (30) days before the final passage or adoption thereof. This ordinance is made under and in conformity with the laws of the State of Missouri and shall take effect and be in force as of the first day of the first month following written acceptance by Company.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of June 2022.




Presiding Officer of the Council

Approved by the Mayor of said City this 6th of June 2022.



Andrew L. Dawson, Mayor

ATTEST:



Arlene Silvey, MPCC
City Clerk

**MEMORANDUM OF ACCEPTANCE
BY CENTRAL MISSOURI ELECTRIC COOPERATIVE, INC.
OF ORDINANCE NO. 11592 OF THE
CITY OF SEDALIA, MISSOURI**

TO THE CITY COUNCIL AND CITY CLERK OF THE CITY OF SEDALIA, MISSOURI:

CENTRAL MISSOURI ELECTRIC COOPERATIVE, INC., for itself, its successors and assigns, hereby accepts all of the terms and provisions of Ordinance No. 11592 of the City of SEDALIA, MISSOURI:

which ordinance was duly passed by the City Council and signed by the Mayor of the City of Sedalia on the 6th day of June, 2022.

Dated at Sedalia, Missouri, as of the 21st day of June, 2022.

CENTRAL MISSOURI ELECTRIC
COOPERATIVE, INC.

By Ron Bledsoe
Ron Bledsoe, President

CITY OF SEDALIA

By Andrew L. Dawson
Andrew L. Dawson, Mayor

Attest:

Pat Wood
Pat Wood, Secretary-Treasurer

Attest:

Arlene Silvey
Arlene Silvey, City Clerk

Filed in the office of the City Clerk of the City of Sedalia, Missouri, this 30th day of June, 2022.

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

I, Arlene Silvey, City Clerk within and for the City of SEDALIA, in the County and State aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of the acceptance by Central Missouri Electric Cooperative, Inc., of the terms and provisions of Ordinance No. 11592 of the City of SEDALIA, MISSOURI as filed with me on the 20th day of June, 2022, as the same appears in the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand at my office in the City of SEDALIA, MISSOURI, this 30th day of June, 2022.

Arlene Silvey
Arlene Silvey, City Clerk