

AN ORDINANCE GRANTING A FRANCHISE, PURSUANT TO MO. REV. STAT. § 71.520, FOR A PERIOD OF TWENTY (20) YEARS TO AMEREN TRANSMISSION COMPANY OF ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS POLES, TOWERS, WIRES, CONDUITS, AND OTHER EQUIPMENT AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF KIRKSVILLE AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING ELECTRICITY THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

Be it ordained by the city council of the City of Kirksville, Missouri, as follows:

**Section 1. - [Grant of franchise.]**

Pursuant to Mo. Rev. Stat. § 71.520, the franchise, right, permission and authority is hereby granted to, and vested in Ameren Transmission Company of Illinois, an Illinois corporation, its successors and assigns, hereinafter called "company", to construct, reconstruct, excavate for, place, maintain, operate, and use all necessary or appropriate poles, towers, wires, conduits, conductors, and other equipment, with all necessary or appropriate appurtenances, facilities and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges, and other public places within the corporate limits of the City of Kirksville, as shown in **Exhibit A** (attached and incorporated herein), hereinafter called "city", as now fixed and as hereafter extended, and areas dedicated to the city for public utility use, for the purpose of transmitting electricity through said city; all such equipment, appliances, facilities and apparatus to be installed and maintained with due regard to the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges, and other public places, and areas dedicated to the city for the public utility use, and company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the city in the exercise of its police powers.

**Section 2. - [Facilities, installation and maintenance.]**

All facilities of company in said city shall be installed and maintained in accordance with applicable state statutes and the Missouri Public Service Commission rules and

regulations. Where state statutes and Missouri Public Service Commission rules and regulations are silent, the provisions of valid local ordinances and contracts between company and city shall prevail. This provision shall not be construed in any manner to impair or be interpreted as a waiver of any right or authority which the company may have to challenge the validity of any ordinance enacted by the city. Company shall provide to the city, upon request, a copy of the complete filings of any filings submitted by the company to the Missouri Public Service Commission.

### **Section 3. - [Tree trimming.]**

In order for the company to render efficient and continuous electrical service it will be necessary for company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said city, and areas dedicated to the city for public utility use, wherever the same are likely to come in contact with its equipment; therefor, the company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect, operate and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

### **Section 4. - [Devolution of authority, obligations.]**

The right, privileges and authority hereby granted shall inure to and be vested in company, its successors and assigns, successively, subject to all the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

### **Section 5. - [Acceptance, filing.]**

This ordinance shall confer no right privilege or authority on company, its successors, licensees, transferees or assigns unless company shall within sixty (60) days after due notice to the company of the enactment of this ordinance, file with the city clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of sixty (60) days, all rights, privileges, and authority herein granted shall become null and void.

### **Section 6. - [Fees.]**

The grantee shall, in accordance with state law and in addition to other right-of-way fees stipulated in the city's Right-of-Way Management Ordinance, pay to the city a sum equal to five (5) percent of its gross revenue from the sale of electricity in the city, recognizing

that as of the date this ordinance is passed, ATXI has no qualifying sales or customers within the city. Should ATXI make qualifying sales or obtain customers within the city, sums due hereunder shall be payable on or before the 25th day of each successive month on the basis of the preceding month's gross revenues. The grantor shall have the right to inspect the grantee's books and records during normal business hours in the grantee's corporate headquarters, or to make reasonable requests for copies of records to be transmitted to the city in order to verify compliance with this section.

**Section 7. - [Term.]**

This ordinance and franchise, upon its enactment and its acceptance by company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the company's acceptance.

**Section 8. - [Scope of ordinance.]**

Both city and company acknowledge that this ordinance generally governs the relationship between city and company with respect to company's use of publicly owned right-of-way. However, city acknowledges that company is vested in rights, permissions, and authority independent of this ordinance. Neither acceptance of this ordinance, nor compliance with its provisions shall impair in any way or waive any right, permission or authority which company may have independent of this ordinance. In addition, neither use by company of public property or places as authorized by this ordinance nor service rendered by company in said city shall be treated as use solely of the rights, permission and authority provided for by this ordinance and in no way shall indicate non-use of any right, permission or authority vested in the company independent of this ordinance.

**Section 9. - [Repeal of conflict.]**

All ordinances or agreements and parts of ordinances or agreements in conflict with this ordinance, or any of its provisions, to the extent of such conflict, are hereby repealed.

**Section 10. - [Use of public right-of-way.]**

This ordinance authorizes use of publicly owned right-of-way only for the purpose of transmitting, furnishing and distributing electricity in compliance with Chapter 21. Article III. Rights-of-Way Management of the Code of Ordinances of the grantor. To that end, the company or its contractors can construct, reconstruct, excavate for, place, maintain, operate and use communication equipment, devices, and components, only which aid the company in transmitting, furnishing and distributing electricity along their associated wires, cables (including fiber optics), conduits, structures and supporting facilities in, along, across, over, and under the public right-of-way, and only after they have informed the city of their plans to install and use such communications equipment

for their own internal uses. The company shall also inform the city when any other entity requests to use its facilities in the public right-of-way of the city, and shall not allow or permit such use unless the other entity provides the company with evidence of a valid franchise agreement with the city.

**Section 11. - [Permit requirements.]**

This ordinance shall not relieve company of the obligation to comply with any ordinance now existing in the city or enacted in the future requiring company to obtain written permits or other approval from the city prior to commencement of construction of facilities within the streets thereof, except company shall not be required to obtain permits or other approval from the city for maintenance and repair of its facilities.

**Section 12. - [Severability.]**

If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

**Section 13. - [Revocation.]**

The grantor may revoke this franchise at any time if there is a material breach or violation of its terms. The grantor shall provide at least ninety (90) days' written notice to the grantee of its intent to revoke the franchise and, prior to revocation, shall provide sufficient time to the grantee to answer, respond and correct the problems which caused the breach. In the event grantee does in fact correct the problems, grantor shall forego and right of revocation associated with the breach or violation in question.

**Section 14. - [Evidence of insurance.]**

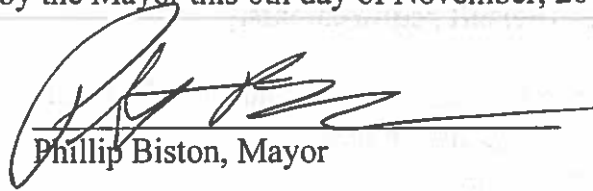
Company agrees to provide to the city's office of risk management, within thirty days of filing of company's acceptance, a letter signed by an officer of the company evidencing company's insurance coverage.

**Section 15. - [Effective date.]**

This bill [ordinance] shall take effect from and after the date of passage and the rights, privileges and authority hereby granted and renewed shall vest in company upon the filing of an acceptance with the city clerk according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended without the mutual consent of the city and the company.

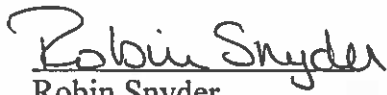
Section 16. This ordinance shall be included and incorporated in the Code of Ordinances of the City of Kirksville, Missouri Appendix C – Franchises and labeled as Article VI. – Ameren Transmission of Illinois.

Passed by the City Council and signed by the Mayor this 6th day of November, 2017.



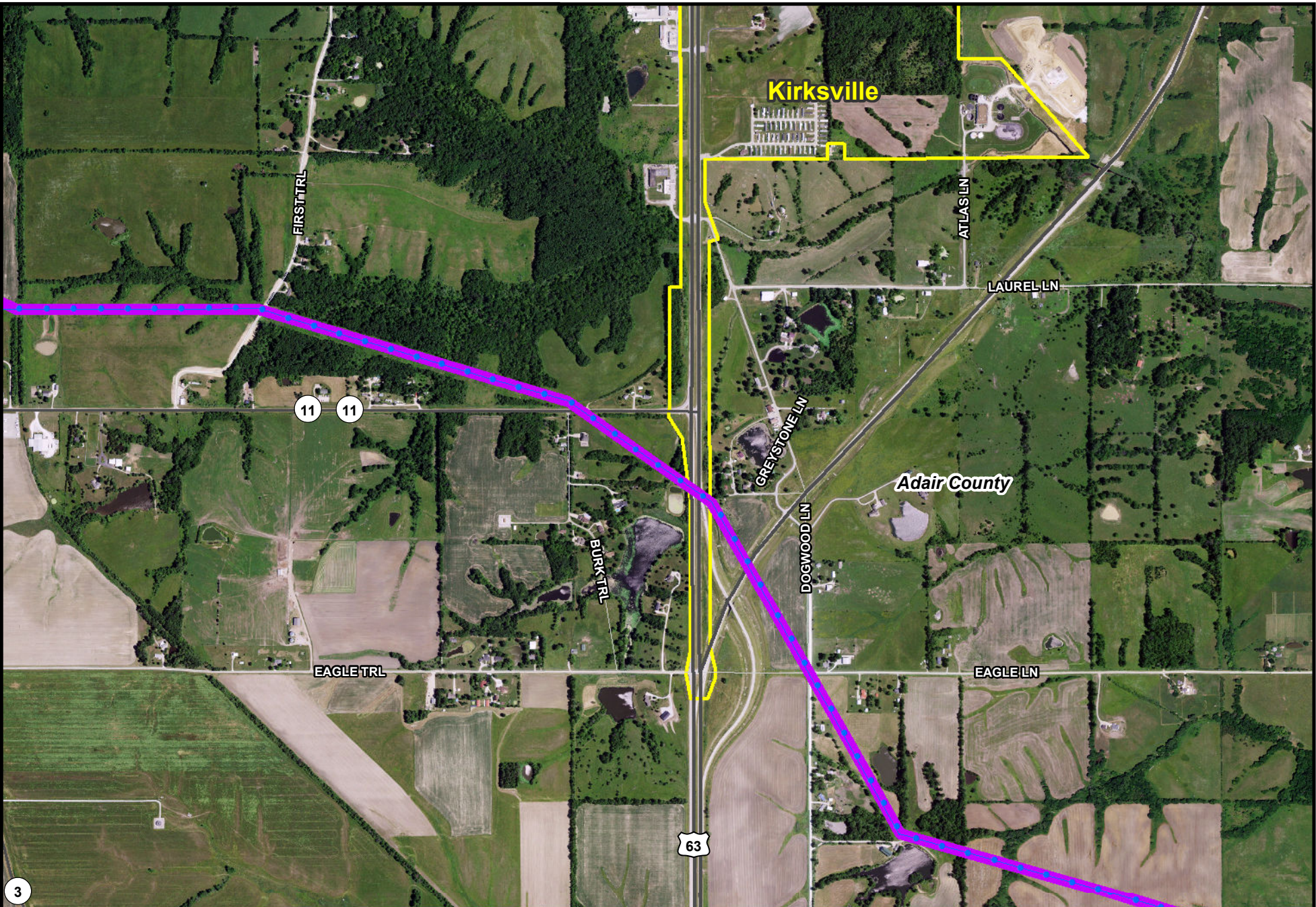
Phillip Biston, Mayor

ATTEST:







Robin Snyder  
City Clerk

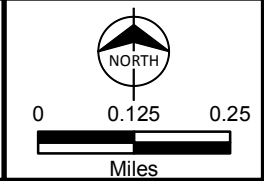




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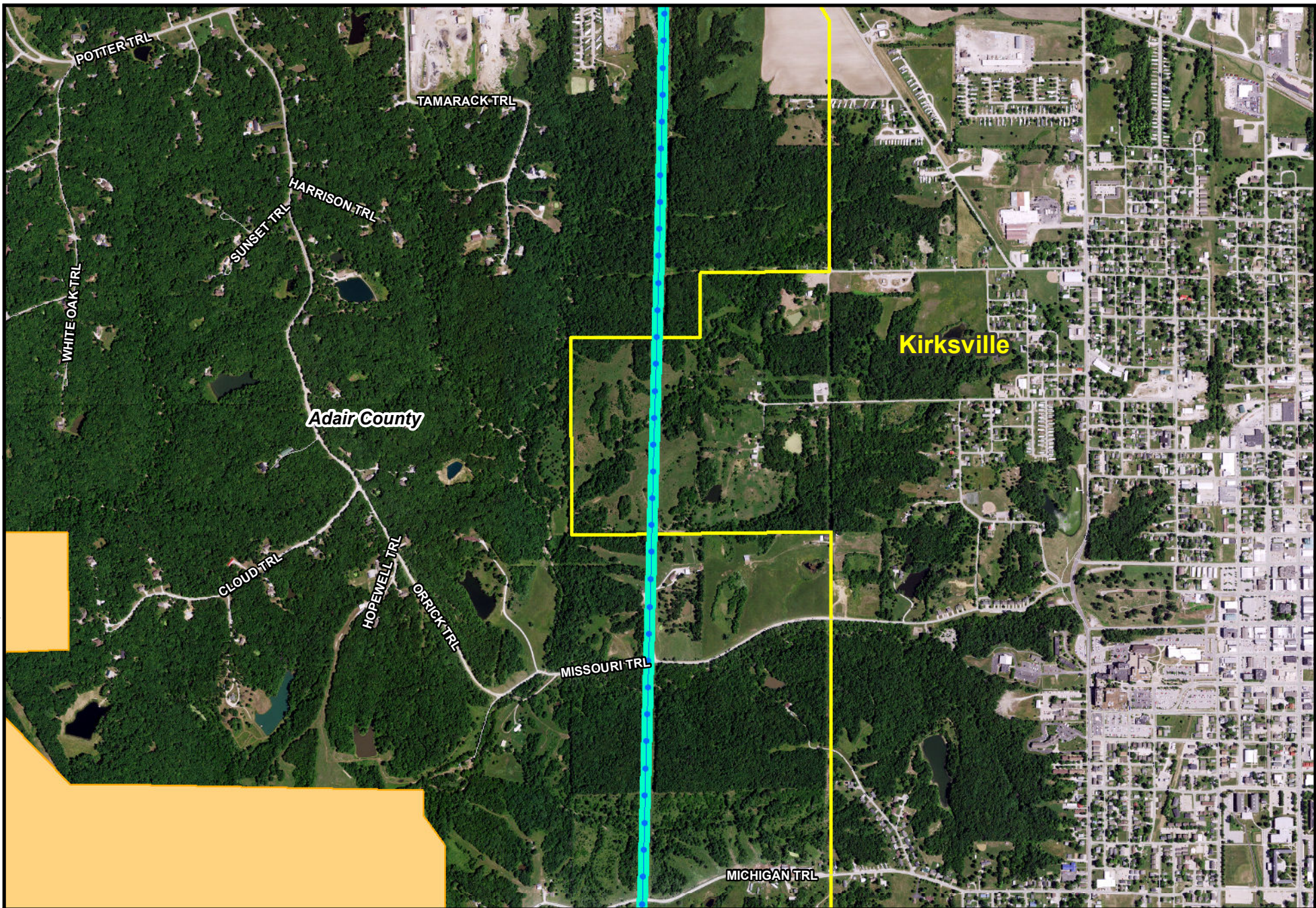
 Proposed 345 kV Segment - Purple Line  
 Existing 161 kV Transmission Line

 Municipal Area  
 Road



Ameren Transmission  
 Mark Twain Transmission Project  
 Final Route Selection  
 City of Kirksville Crossing 1  
**EXHIBIT A**





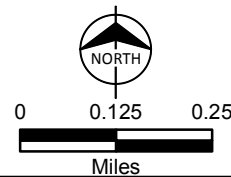
Proposed 345 kV Segment - Teal Line

Existing 161 kV Transmission Line

State Park or State Historic Site

Municipal Area

Road



Ameren Transmission  
 Mark Twain Transmission Project  
 Final Route Selection  
 City of Kirksville Crossing 2

**EXHIBIT A**



## ACCEPTANCE OF FRANCHISE

To the City Council of the City of Kirksville, Missouri:

Ameren Transmission Company of Illinois hereby unconditionally accepts all terms and conditions of the franchise granted to it on November 6, 2017, identified as Ordinance No. 12259 and entitled as follows:

AN ORDINANCE GRANTING A FRANCHISE, PURSUANT TO MO. REV. STAT. § 71.520, FOR A PERIOD OF TWENTY (20) YEARS TO AMEREN TRANSMISSION COMPANY OF ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS POLES, TOWERS, WIRES, CONDUITS, AND OTHER EQUIPMENT AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF KIRKSVILLE AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING ELECTRICITY THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

In testimony whereof, Ameren Transmission Company of Illinois has caused its duly authorized officer to execute this instrument for it and as its act and deed on this day of November, 2017.

AMEREN TRANSMISSION  
COMPANY OF ILLINOIS



By *Sho E. Schuk*  
Chairman & President



## **CITY CLERK'S CERTIFICATION**

I, Robin Snyder, City Clerk of the City of Kirksville, do hereby certify the receipt of the Acceptance of Franchise from Ameren Transmission Company of Illinois on December 11, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City in my office in Kirksville, Missouri, this 11th day of December, 2017.



  
Robin Snyder, City Clerk