

**Board of Aldermen Meeting
February 18, 2020 at 6:00 PM**

The Mayor and Board of Aldermen will hold the regular monthly meeting in the Betty Brazelton Community Center at 707 Oak Street to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

Tentative Agenda

1. Call to Order

Pledge of Allegiance to the American Flag

2. Roll Call

3. Approve Agenda

4. Minutes

A. January 21, 2020 Regular Meeting

B. February 10, 2020 Special Meeting

6. January Financial Report

7. January Invoice/Check Listing

8. Reports

a. Water System Report – Jeff Jones, Decker Construction

b. Police Report – Dave Speiser

c. Public Works Report – Dwight Adkison

d. City Administrator Report – Bob Burns

e. Annexation – Dave Speiser

9. Review/Approve Street Light Ordinance/Agreement with Ameren

10. Public Participation

11. Mayor Comments

12. Aldermen Comments

13. Adjourn

Bob Burns, City Administrator

Posted February 14, 2020

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF LATHROP, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPURTENANT TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LATHROP, STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the City of LATHROP, State of Missouri, hereinafter called "City", and Union Electric Company d/b/a Ameren Missouri, a corporation, its successors and assigns, hereinafter called "Company", providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute on behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The City hereby grants to Company, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

SECTION 3. 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 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this _____ day of _____, 20__.

Mayor, City of LATHROP

ATTEST:

City Clerk

EXHIBIT A
CONTRACT FOR STREET AND OUTDOOR LIGHTING SERVICE

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the City of LATHROP, hereinafter called "Customer";

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other outdoor public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW THEREFORE, Customer does hereby award to Company this contract for lighting within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer agrees to pay for and Company agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Company on Company-owned facilities or Customer-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional Street and Outdoor Lighting Service may be requested by Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for by the Customer as provided by the terms and conditions of Company's Rate Schedules 5(M) or 6(M) in effect at the time service is provided, a current copy of which

is attached hereto as Appendix 2. These tariffs may be amended as allowed by state law governing electrical corporations.

3. Right to Install Company Facilities. Customer hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, avenues, alleys, and other public places within the territorial limits of Customer.

4. Notice, etc. All notices, applications and requests by the Customer hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Customer.

Ameren Missouri
Attn: Regional Account Executive
2101 N. Jesses James Road
Excelsior Springs, MO 64024

5. Term. The term of the contract is twenty (20) years. This contract expires on _____.

6. Termination of Prior Agreements. This contract supersedes and cancels any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate and effective _____.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: _____
Sr. Vice President, Customer Operations

ATTEST:

Assistant Secretary

CITY OF LATHROP, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

APPENDIX 1

MUNICIPAL STREET LIGHT REPORT

DIVISION: CENTRAL MISSOURI DIVISION

EFFECTIVE DATE: 12/01/2019

TOWN: LATHROP

ACCOUNT NUMBER: 24830-04002

<u>AMEREN - UNION ELECTRIC OWNED</u>	<u>TOTAL NUMBER</u>	<u>RATE</u>
25500 HPS ENCLOSED	4	\$18.63
50000 HPS DIRECTIONAL	1	\$37.40
9500 HPW POST TOP	9	\$23.65
9500 HPS OPEN BOTTOM	72	\$11.41
LED 100 W EQ BRACKET	68	\$10.31
LED 250 W EQ BRACKET	2	\$16.70

M.O.P.S.C. SCHEDULE NO. 6 4th Revised SHEET NO. 58
 CANCELLING M.O.P.S.C. SCHEDULE NO. 6 3rd Revised SHEET NO. 58

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5 (M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED

RATE PER UNIT PER MONTH LAMP AND FIXTURE

A. LED bracket mounted luminaire on existing wood pole:

<u>Identification</u>	<u>Rate</u>
100W Equivalent (1)	\$10.31
250W Equivalent (1)	\$16.70
400W Equivalent (1)	\$30.89

(1) The equivalent wattage represents the rating of the high pressure sodium lamp that the LED replaces.

* The Light Emitting Diode (LED) offerings under sections B. and C. below will be made available to customers beginning on or about July 1, 2017.

B. LED directional flood luminaire; limited to installations accessible to Company basket truck:

<u>Identification</u>	<u>Rate</u>
Directional - Small	\$21.61
Directional - Medium	\$34.69
Directional - Large	\$69.13

** C. LED post-top luminaire including standard 17-foot post:

<u>Identification</u>	<u>Rate</u>
All Styles	\$22.59

The High Pressure Sodium and Mercury Vapor offerings under sections D. and E. below are no longer available. Company will replace these existing fixtures, upon failure, with an LED fixture under section A.

D. Standard horizontal burning, enclosed luminaire on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$12.89	6,800	\$12.89
25,500	\$18.63	20,000	\$18.63
50,000	\$33.21	54,000	\$33.21

E. Standard side mounted, hood with open bottom glassware on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
5,800	\$10.44	3,300	\$10.44
9,500	\$11.41	6,800	\$11.41

*Indicates Change. **Indicates Addition.

DATE OF ISSUE May 22, 2017 DATE EFFECTIVE June 21, 2017
 ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

M.O.P.S.C. SCHEDULE NO. 6 4th Revised SHEET NO. 58.1
 CANCELLING M.O.P.S.C. SCHEDULE NO. 6 3rd Revised SHEET NO. 58.1

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

The High Pressure Sodium, Metal Halide and Mercury Vapor offerings under section F. below will only be available for new installations through on or about June 30, 2017. At that time, Company will replace these existing fixtures, upon failure, with an LED fixture under section B.

F. Pole-mounted, directional flood luminaires; limited to installations accessible to Company basket truck:

<u>High Pressure Sodium</u>		<u>Metal Halide</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
25,500	\$23.65	34,000	\$23.65	20,000	\$23.65
50,000	\$37.40	100,000	\$74.76	54,000	\$37.40

The High Pressure Sodium and Mercury Vapor offerings under sections G. below will only be available for new installations through on or about June 30, 2017.

* G. Standard post-top luminaire including standard 17-foot post:

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$23.65	3,300	\$22.35
		6,800	\$23.65

(1) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to September 27, 1988. Company will continue to maintain these lamps and fixtures so long as parts are economically available.

* H. All poles and cable, where required to provide lighting service; The installation of all standard poles and cables shall be paid for in advance by customer, with all subsequent replacements of said facilities provided by Company.

* I. Former Subsidiary Company lighting units provided under contracts initiated prior to April 9, 1986, which facilities will only be maintained by Company so long as parts are available in Company's present stock:

<u>Lamp and Fixture</u>	<u>Per Unit Monthly Rate</u>
11,000 Lumens, Mercury Vapor, Open Bottom	\$11.41
140,000 Lumens, H.P. Sodium, Directional	\$74.76

Term of Contract Minimum term of three (3) years where only standard facilities are installed; ten (10) years where post-top luminaires are installed.

*Indicates Reissue.

DATE OF ISSUE May 22, 2017 DATE EFFECTIVE June 21, 2017
 ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 64th RevisedSHEET NO. 58.2CANCELLING MO.P.S.C. SCHEDULE NO. 63rd RevisedSHEET NO. 58.2

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5 (M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

*Discount for Franchised Municipal Customers A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

*Payments Bills are due and payable within twenty-one (21) days from date of bill and become delinquent thereafter.

Tax Adjustment Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

*Indicates Reissue.

DATE OF ISSUE	<u>May 22, 2017</u>	DATE EFFECTIVE	<u>June 21, 2017</u>
ISSUED BY	<u>Michael Moehn</u>	<u>President</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

M.O.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 58.3

CANCELLING M.O.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58.3

APPLYING TO

MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5 (M)

STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

*Fuel and Purchased Power Adjustment (Rider FAC) The kilowatt-hours for lighting service provided under the terms of this Service Classification shall be subject to the provisions of Company's Fuel and Purchased Power Adjustment Clause (Rider FAC). The kilowatt-hour consumption of each lamp, whose operating hours are determined by a photoelectric control, shall be determined from the manufacturer's rated wattage multiplied by the number of hours of operation for the month, in accordance with the following schedules:

	<u>Rating (Watts)</u>	<u>Billing Month</u>	<u>Burning Hours</u>
LED Fixtures:			
*Bracket Mount - 100W Equivalent	48	January	408
*Bracket Mount - 250W Equivalent	88	February	347
*Bracket Mount - 400W Equivalent	195	March	346
*Directional Flood - Small	89	April	301
*Directional Flood - Medium	150	May	279
*Directional Flood - Large	297	June	255
**Post-Top - All Styles	51	July	272
		August	298
		September	322
		October	368
		November	387
		December	417
	<u>Rating (Lumens)</u>		
*High Pressure Sodium Fixtures:	<u>Rating (Watts)</u>		
5,800	70		
9,500	120		
16,000	202		
25,500	307		
50,000	492		
140,000	1000		
*Mercury Vapor Fixtures:			
3,300	127		
6,000	207		
11,000	294		
20,000	455		
42,000	700		
54,000	1080		
*Metal Halide Fixtures:			
34,000	450		
100,000	1100		

*Indicates Reissue. **Indicates Addition.

DATE OF ISSUE May 22, 2017 DATE EFFECTIVE June 21, 2017
 ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

M.O.P.S.C. SCHEDULE NO. 62nd RevisedSHEET NO. 58.4CANCELLING M.O.P.S.C. SCHEDULE NO. 61st RevisedSHEET NO. 58.4

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5 (M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)* 1. RATE APPLICATION

Available for lighting streets, alleys, walkways and other thoroughfares, or for outdoor lighting of public or private areas for security or similar purposes when such lighting facilities are operated and maintained as an extension of Company's distribution system.

* 2. CHARACTER OF SERVICE SUPPLIED

Company shall inventory, furnish, install, maintain and deliver electric service to automatically-controlled lighting fixtures currently offered as standard facilities by Company. Customer shall select the type and size of lamps and fixtures from the standard equipment inventoried and offered by the Company and shall specify the location of said fixtures. Other than service to Company's post-top fixtures, the service provided hereunder shall be supplied by lines or cables through fixtures supported by standard upsweep brackets attached to existing poles; however, certain non-standard facilities may be installed hereunder in accordance with the terms and conditions stated in the following paragraph 3.

* 3. NON-STANDARD FACILITIES

Whenever customer requires Company to install non-standard facilities hereunder (such as longer upsweep brackets, switches, protective barriers, etc.) and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such non-standard installation inadvisable, Company will make such installation provided customer pays in advance to Company all costs in connection therewith. Subsequent replacements of said facilities will be provided by the Company.

* 4. CONVERSION OR MODIFICATION OF LAMPS

Where customer requests a conversion or modification of the size or type of lamp currently installed, and Company would not otherwise be converting such lights at that time, Company will make the requested changes, within the parameters described below, provided that customer pays in advance to the Company \$100.00 per lamp for both the removal cost and loss of the remaining life of such lamps and, additionally, signs a new contract at the time when 20 percent or more of the customer's total lamps then installed are so converted or modified. Billing for the revised lamps will be prorated based on the removal and installation dates.

*Indicates Reissue.

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ISSUED BY	<u>Michael Moehn</u>	President	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

M.O.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 58.5CANCELLING M.O.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 58.5APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)* 4. CONVERSION OR MODIFICATION OF LAMPS (Cont'd.)

Company will convert to LED up to 1,000 lights per year requested by customers. Customer requests for LED lights will not be accepted prior to April 1, 2016 and will be limited to twenty-five (25) lights per customer account per calendar year. Customer requests must be in writing and, at a minimum, identify the specific physical location and billing account number and service date requested of each light. In the event Company determines it cannot accommodate all requests for conversions in the timeframes requested, prioritization of the requests will be at Company's discretion.

* 5. CHANGE OR RELOCATION

Upon receipt of written request and authorization from customer, Company will, insofar as it may be practical and permissible, make any other change in or relocation of its facilities used in rendering service hereunder, provided customer pays in advance Company's estimated costs in connection therewith.

* 6. ADDITIONAL INSTALLATIONS

Customer may obtain the installation of additional lamps and the supply of service thereto under the existing contract for the remainder of the term thereof upon written application to the Company, provided, however, that if at any time during the term of the contract customer requires such additional lamps so as to cause the total number of lamps in service to exceed by 20% the lamps originally contracted for and then installed, the parties shall execute a new contract.

* 7. TERMINATION

If customer requests in writing the termination of all or a portion of any lighting service, not paid for in advance, within three years of the installation of the lamps being terminated, or within ten years of the installation of post top luminaires, wood poles or cable being terminated, customer shall pay in advance to Company \$100.00 per lamp for both the removal costs associated therewith and the loss of the remaining life value of such facilities. If said request for termination of lighting service is made after the above three and ten year in-service periods, as applicable, and customer requests a new lighting installation within twelve months after the removal of the prior terminated lighting facilities, customer shall pay the amount specified earlier in this paragraph for all facilities previously removed prior to Company making any new lighting installation.

*Indicates Reissue.

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	NAME OF OFFICER	TITLE	ADDRESS

M.O.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 58.8

CANCELLING M.O.P.S.C. SCHEDULE NO. _____

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)

STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

* 8. GENERAL PROVISIONS

Customer shall furnish to Company without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder. In addition, customer shall pay all costs incurred by Company in extending its distribution system, including transformers, to provide energy to said lighting facilities supplied hereunder, in accordance with the provisions of Section III.Q - Special Facilities.

* 9. GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

*Indicates Reissue.

DATE OF ISSUE	<u>May 22, 2017</u>	DATE EFFECTIVE	<u>June 21, 2017</u>
ISSUED BY	<u>Michael Moehn</u>	TITLE	<u>President</u>
	NAME OF OFFICER		ADDRESS
			<u>St. Louis, Missouri</u>