

ORDINANCE NO. 19

AN ORDINANCE DIRECTING THE MAYOR OF THE VILLAGE OF ST. ELIZABETH, MISSOURI, TO EXECUTE ON ITS BEHALF A TWENTY (20) YEAR CONTRACT WITH THREE RIVERS ELECTRIC COOPERATIVE FOR FURNISHING STREET LIGHTING IN SAID VILLAGE OF ST. ELIZABETH AND OTHER SALES OF ELECTRICITY TO SAID VILLAGE.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ST. ELIZABETH, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the Village of St. Elizabeth is hereby authorized and directed to execute for and on behalf of the Village of St. Elizabeth, Missouri, the following contract, to-wit:

CONTRACT

THIS AGREEMENT, made and entered into this 23rd day of April, 1969, between THREE RIVERS ELECTRIC COOPERATIVE, Linn, Missouri, hereinafter called "Cooperative", and the VILLAGE OF ST. ELIZABETH, a municipal corporation, hereinafter called "Municipality."

WITNESSETH:

WHEREAS, Cooperative has agreed to furnish, maintain and operate street lighting facilities for the lighting of public streets and to make sales to the said Municipality of electricity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter contained, Cooperative and Municipality do agree as follows:

1. Street Lighting System

- A. Cooperative hereby agrees to provide and operate a street lighting system for the lighting of the streets, avenues and other public places in said Municipality. The location, number and sizes of the lamps to be installed and operated shall be as

determined by Municipality within limits and subject to conditions as hereinafter set forth.

- B. Municipality agrees to pay Cooperative for street lighting service the amount due for lamps installed and operated under the following schedule of prices.

<u>Lumen Size</u>	<u>Type</u>	<u>Fixture</u>	<u>Service</u>	<u>Rate Per Lamp Per Month</u>
6,800	Mercury Vapor	Glass Refractor	All Night, Every Night	\$ 2.50

Rate will include, where required because fixture is not installed on existing pole, a 150 foot extension and one additional pole. Construction required beyond 150 foot extension will be at an additional charge of actual construction cost for excess over 150 feet.

- C. That Municipality may by resolution duly adopted order additional lamps installed in the street lighting system at any time, of size and character as above provided for or as may be mutually agreed upon and Cooperative will furnish and install such lamps at locations designated by Municipality. When so ordered and installed, said lamps shall thereafter be paid for at the rates above provided or as may be mutually agreed upon and will become subject to this contract.
- D. That the said lamps herein contracted for shall be located at such places within the municipal limits as the said Municipality shall direct, and said lamps shall be hung on brackets approximately eighteen (18) feet or more from the ground. Should the Municipality during the term of this contract require the relocation or manner of hanging of any lamp or lamps to be changed, the cost of such change shall be borne by the Municipality.
- E. That if Cooperative shall fail to operate such lights as herein provided, an amount proportional to the period of outage for the number of lamps not burning shall be deducted from the monthly rental; provided, however, no deduction shall be made unless said Cooperative shall fail to turn on the lights after written notification, or shall fail to replace burned-out lamps within twenty-four (24) hours after written notice from the Municipality.

- F. That Cooperative shall render a bill each month for the character of service furnished on all lamps installed.
- 2. Municipality herein agrees that it will purchase electric requirements from the Cooperative at rates as mutually agreed upon.
- 3. That Cooperative will endeavor to maintain continuous electric service according to schedule, but does not guarantee that the supply of electrical energy will, at all times, be continuous and it is agreed that temporary cessation of Cooperative's service hereunder, occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery or distributing lines, or other accidents or causes not reasonably within its control, shall not constitute a breach of this contract on the part of Cooperative, and Cooperative shall not be liable to Municipality for any damages resulting from such temporary cessation of service.
- 4. This contract shall be in full force and effect from date hereof for a period of twenty (20) years.
- 5. That all provisions of this Ordinance which are obligatory upon or shall inure to the benefit of said Cooperative shall inure to the benefit of all successors and assigns of said Cooperative.

IN WITNESS WHEREOF, the said parties have caused this instrument to be duly executed the day and year first above written.

ATTEST:

THREE RIVERS ELECTRIC COOPERATIVE

Secretary

By _____
President

ATTEST:

VILLAGE OF ST. ELIZABETH, MISSOURI



Village Clerk

By 

Mayor

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED THIS 23rd DAY OF April, 1969.

Alfred Luthomys
Presiding Officer

(Seal)

APPROVED THIS 13th DAY OF April, 1970.

Mayer
(Title)

ATTEST:

Vincent Daerhoff
Village Clerk

STATE OF MISSOURI)
)ss.
COUNTY OF MILLER)

I, *Vincent Daerhoff*, Clerk of the Village of St. Elizabeth, County of Miller, State of Missouri, do hereby certify that the foregoing is a true, correct and complete copy of a street lighting contract ordinance, duly passed by the Board of Trustees of the Village of St. Elizabeth, this 23rd day of April, 1969, the original of which street lighting contract ordinance is on file in my office.

I do hereby certify that I am the legal custodian of all papers, contracts, documents and records of such Village of St. Elizabeth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village of St. Elizabeth, this 23rd day of April, 1969.70

Vincent Daerhoff
Village Clerk

(Seal)