

ORDINANCE NO. 115

An ordinance granting to the Maryville Electric Light & Power Company, a corporation, its successors, lessees and assigns, the right, franchise and privilege of erecting, maintaining and operating in the city of Hopkins, county of Nodaway, state of Missouri, an electric light, heat and power plant and system for the purpose of furnishing electric current, power and heat to said city of Hopkins and the inhabitants thereof and to others; and the right to lay, place, erect and maintain all necessary poles, lines, apparatus and equipment for said purpose in, along, above, upon, over and under the streets, alleys, public places and grounds of said city for a period of twenty (20) years; and providing penalties for the violation hereof; and authorizing the Board of Aldermen of said city to enter into a contract for the lighting of said city and increase the indebtedness of said city thereunder; and providing for a special election to test the sense of the voters of said city thereon.

BE IT ORDAINED by the Mayor and Board of Aldermen of the city of Hopkins, county of Nodaway, and state of Missouri, as follows, to wit:

SECTION I

That the city of Hopkins in the county of Nodaway and state of Missouri, a municipal corporation duly organized and existing under the laws of the state of Missouri as a city of the fourth class, hereby grants unto the Maryville Electric Light & Power Company, a manufacturing and business corporation duly organized and existing under the laws of the state of Missouri, its successors, lessees and assigns, the right, franchise and privilege to erect, construct, establish, maintain and operate an electric light, heat and power system, and the necessary right of way to erect, construct,

establish, maintain and operate electric lines, poles, guys, condensers, cables, transformers, conduits and other electric, heating and power equipment, appliances and apparatus of all kinds, across, over, along, upon, above, in and beneath any and all of the streets, alleys, avenues, highways, bridges, public grounds and public places in said city of Hopkins, as the same now exist, and may be hereafter laid out, platted or constructed; and the right to generate, produce, convey, transmit, conduct, distribute, furnish and sell therein and along, thereon and thereover, electric current, power and heat, or either or all of said commodities, for the purpose of supplying said city of Hopkins, and its inhabitants, and the territory surrounding the same, and its inhabitants, and other cities, towns and communities and their inhabitants, with electricity and heat for any and all uses and purposes whatsoever, for and during the period of twenty (20) years next following the legal adoption of this ordinance.

SECTION 2.

No pipes, poles, wires, conduits or other apparatus or equipment shall be erected so as to interfere with the water works, property or equipment of the city of Hopkins, or unnecessarily to obstruct public travel.

SECTION 3.

All roads, streets, alleys, avenues or public places opened or interfered with in the erection or maintenance of the instrumentalities mentioned and provided for in Section 1 hereof shall be by the grantee ~~at~~ at its own expense restored with all convenient dispatch to a condition as good as that before such work was undertaken.

SECTION 4.

Whenever it shall be necessary for any person to move along, over or across any streets, alleys or other public places occupied by the property of grantee any building, structure or other object of such height or size as to interfere with the lines, construction or equipment of the grantee, the grantee shall have the exclusive right to authorize, control, direct and supervise such work so as to cause the least possible interference with the grantee's service. No such work shall be performed unless and until the person desiring to perform the same shall first secure the written consent of the grantee therefor, which said written consent and authority shall contain and prescribe the hours of such moving, the route to be followed, and other conditions covering such work. The person desiring to perform such work shall pay to the grantee in advance the estimated expense and cost incidental to the moving, shifting, changing, repairing or replacing of the grantee's lines, construction or equipment caused thereby, which estimated expense or cost shall be fixed by the grantee; provided, however, that the grantee shall bear and pay all such expense occurring for strictly town or municipal purposes.

SECTION 5.

Any person desiring to cut or remove trees, or branches thereof, or to fell same in close proximity to the lines or property of the grantee shall first secure written authority therefor from the grantee before undertaking such work, and such written authority shall prescribe the terms and conditions under which such work shall be undertaken.

SECTION 6.

No person shall interfere with, cut, injure, remove, break or destroy any of the property or equipment of the grantee, or post, tack or fasten upon the poles or property of the grantee any sign, poster, advertisement or banner without the written consent or authority of the grantee thereto.

SECTION 7.

In order to install and maintain lines, construction and equipment, and to promote good service, the grantee shall at all times have the right to remove and cut away overhanging branches or limbs of trees, or trees or bushes, or other obstructions within and along all streets, alleys or public places and outside of lot lines.

SECTION 8.

The grantee agrees to file with the Public Service Commission of the State of Missouri, at Jefferson City, Missouri, the following schedule of rates:

Lighting Schedule:

For first 6 KWH or any part thereof used during any reading month,	\$1.25
For the next 30 KWH or less used during any reading month, per KWH,15
For the next 64 KWH or less used during any reading month, per KWH,12
For all over 100 KWH used during any reading month, per KWH,10

Minimum Bill: No monthly minimum bill shall be rendered for electric lighting in excess of one dollar and twenty-five cents (\$1.25) per month.

Power Schedule:

For first 50KWH or less consumed in any month per KWH.....	.10
For next 50 KWH or less consumed in any month per KWH.....	.08
For next 100 KWH or less consumed in any month per KWH.....	.06
For next 300 KWH or less consumed in any month per KWH.....	.05
For next 500 KWH or less consumed in any month per KWH.....	.04

Minimum charge of \$1.00 per month per H.P. up to and including five H.P. and 50¢ per H.P. on all over 5 H.P. No minimum charge less than \$1.00 per month.

The above rates, subject to approval and subsequent change from time to time by the Public Service Commission, or other lawful rate-establishing authority of the state of Missouri, shall be the rates for service charge by the grantee within the corporate limits of the city of Hopkins.

SECTION 9.

The rights, privileges and franchise herein conferred, given and granted, shall continue for a term of twenty (20) years from and after the date of the legal adoption of this Ordinance, and the written acceptance thereof by the grantee as provided in Section 14 hereof.

SECTION 10.

Subject to ratification by a two-thirds majority of the qualified voters of the city of Hopkins, Nodaway County, Missouri, voting at an election to be held for that purpose, said city of Hopkins and the said Maryville Electric Light & Power Company shall enter into a contract whereby the former shall agree to receive and pay for, and the latter shall agree to furnish electric lighting service for the purpose of illuminating the streets, alleys, highways and other public places in said city for the period of ~~ten~~ ^{five} years. Said contract shall be in terms, words and figures, as follows, to wit:

STREET LIGHTING CONTRACT WITH HOPKINS, MISSOURI.

Date	This agreement, made in duplicate, this <u>22^d</u> day of <u>March</u> , 1923, between the Maryville Electric Light & Power Company (a corporation) with its principal offices at Maryville, Missouri, hereinafter called the Company, party of the first part; and the city of Hopkins, Nodaway County, Missouri, hereinafter called the city, party of the second part,
Name of company	
Name of municipality	

WITNESSETH: That the said parties hereto, for and in consideration of the covenants herein contained, do hereby mutually agree as follows:

Size of lamps	I (a) That the Company will install and maintain, furnishing the necessary electric energy therefor, <u>6</u> <u>100</u> WATT street lights, and <u>49</u> <u>60</u> WATT street lights, to be located within the corporate limits of the city of Hopkins, for the net sum of <u>Eleven hundred eighty five</u> Dollars (\$ <u>1185.00</u>) per annum.
Price	

Lighting schedule	(b) All of the aforesaid lamps, together with any additional lamps which the city may order and which the Company shall furnish, will be located on the streets of the city, and the Company will cause said lamps to burn, under normal conditions continuously every night from dusk to daylight.
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Price per lamp.	(c) For any additional lamps which the city may order and which the company shall install and furnish, the city shall pay (as well as for the <u>55</u>
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lamps hereinabove referred to) at the rate of twenty-six dollars (\$26.00) per year for the 100 Watt lamps and twenty-one dollars (\$21.00) per year for the 60 Watt lamps, said payments to be in equal monthly installments, on or before the 10th day of the month succeeding that in which service is rendered. The Company, however, shall not be required to furnish additional lamps within two years of the date of the expiration of this contract (except as provided to the contrary in paragraph 1 (d) hereof), or to extend its lines or wires more than a block of approximately three hundred (300) feet for each lamp to be added.

**Additional
lamps.**

(D) Should the city desire to have additional lamps installed during the last two years of this contract, it may require the company to do so, by paying for the actual cost of installing such additional lamps, with the understanding that should this contract be renewed for a period of five or more years at the expiration thereof, the Company shall reimburse the city for any expenses incurred and paid in installing such lamps.

Locations

(e) The city hereby orders and directs the Company to install (at its option) either 100 Watt multiple or 100 C.P. series lamps for the larger size mentioned in this contract or 60 Watt multiple or 60 C.P. series for the smaller size mentioned above, placing one of either such lamps at the corner or over the center of street intersections as is set forth in the following schedule:

(f) It is hereby agreed by and between said first party and said second party that after trial of said lights according to the above schedule, the said city shall have the right to change from the all night service back to the present schedule of every night midnight service, and the 60 C.P. lamps mentioned herein shall be made 80 C.P. lamps and the 100 C.P. lamps mentioned herein shall be made 350 C.P. lamps except that the lights in center of the blocks in the business section of the city shall be discontinued, and said first party shall make such change without expense to the city. Said 80 C.P. lamps to be eighteen dollars (\$18.00) per year and the 350 C.P. lamps to be sixty-three dollars (\$63.00) per year for the midnight service, as under present schedule.

ON	INTERSECTION	SIZE
	Fourth & Warren	60
	Fourth & Barnard	100
	Fourth & Roseberry	60
	Fourth & Thompson	60
	Fourth & McPherson	60
	Fourth & Caroline	60
	Third & Ada	60
	Third & Caroline	60

ON	INTERSECTION	SIZE
	Third & McPherson	60
	Third & Morehouse	60
	Third & Thompson	60
	Third & Roseberry	100
	Third & Barnard	100
	Second & Thompson	60
	Second & Morehouse	60
	Second & Caroline	60
	Second & Ada	60
	First & Caroline	60
	Fifth & Craig	60
	Fifth & Warren	60
	Fifth & Barnard	60
	Fifth & Roseberry	60
	Fifth & Morehouse	60
	Sixth & McPherson	60
	Sixth & Thompson	60
	Sixth & Barnard	60
	Sixth & Phelps	60
	Seventh & Craig	60
	Seventh & Warren	60
	Seventh & Roseberry	60
	Bet. 7th & 8th on Barnard	60
	Eighth & Phelps	60
	Eighth & McFarland	60
	Ninth & McFarland	60
	Ninth & Craig	60
	Ninth & Warren	60
	Ninth & Barnard	60
	Ninth & Roseberry	60
	Tenth & McPherson	60
	Tenth & Roseberry	60
	Tenth & Barnard	60
	City Limits & Barnard	60
	Fifth & Ada	60
	R.R. Bet. Barnard & Roseberry	60
	R.R. Bet. Barnard & Warren	60
	Third & Craig	60
	Third & Warren	60
	Second & Barnard	60
	Roseberry Bet. 1st & 2d	60
	First & Thompson	60
	First & Barnard	60
	First & Warren	60
	Warren & Wolfers	60
	Second & Warren	60
	Alley back Wolfers Merc. Co.	60
	Alley back of Journal office	60
	Barnard bet. 3rd & 4th	60
	Third bet. Barnard & Roseberry	60

Company to furnish all material

Failure and Forfeiture.

2 (a) The company will, at its own cost, erect and maintain such and so many poles, wires, lamps and fixtures as may be necessary to furnish the lights specified herein, except as stipulated to the contrary in paragraph 1 (d) hereof; provided that if the company shall be unable to obtain consent for erecting any pole or other construction necessary for the carrying out of this contract, then the city of Hopkins will furnish the company with the necessary authority for the placing and erection of such pole or construction, it being distinctly agreed that the failure of the Company to furnish any lamp or lamps in accordance with the terms hereof, shall not be held or construed to be a breach or a forfeiture hereof, if such failure is caused by the inability of the company to obtain proper legal consent to the erection of the necessary poles or construction therefor.

(b) It is understood that all lamps to be furnished under this contract shall be suspended at the intersection or corner of the streets at a height not to exceed twenty (20) feet above street level.

Municipality to pay.

3 (a) The city of Hopkins agrees to use the lights hereinabove specified and to pay therefor at the rate and in the manner above set forth.

Report lamps out.

4. The city shall report to the company's local representative any lights out, as promptly as possible, and if the lights so reported shall not be repaired within twenty-four (24) hours from the time of such report, the city may deduct from the payment due for the then current month a sum representing such proportion of the annual price per lamp as the time during which such lights shall have been out, bears to the total hours per annum during which such lamps should be lighted.

5. The company shall not be held liable in damage for any failure or neglect to supply such lights by reason of strikes or accidents beyond its control.

Terms of contract.

6. The term of this contract shall be ~~ten~~ ^{five} years, which shall run from the date on which the returns of the election at which this contract shall have been ratified by the qualified voters of the city, as required by law, shall be cast up by the board of aldermen of the city; and this contract shall be executed by the parties as of that date.

IN WITNESS WHEREOF the party of the first part has caused its corporate seal to be hereunto affixed and duly attested; and the said party of the second part has caused its corporate seal to be hereto affixed and duly attested, and the parties have caused these presents to be signed by their respective officers, the day and year hereinbefore written.

Mayville Elec. Lt + Power Co.
By Reuben P. Lee
President.

Attest:

Lura G. James
Asst. Secretary

 Mayor

Attest:

 City Clerk.

SECTION 11.

For the purpose of meeting and paying the annual rental for lighting service provided for in the contract set out in Section 10 of this Ordinance, there shall be levied and collected annually during the life of said contract, to wit, for the period of ^{five} ~~ten~~ years from the date when said contract shall go into effect, a tax not exceeding 15 cents on the hundred dollars valuation of all taxable property in said city of Hopkins, sufficient to pay said rental. Said tax shall be levied and collected at the same time and in the same manner as are taxes for general purposes, and, when collected, the same shall be set apart in a special fund to be known as the "street lighting fund" for the special purpose of paying installments on said indebtedness for lighting service as provided in said contract, as they shall fall due, and shall not be appropriated for any other purpose or purposes.

SECTION 12.

For the purpose of testing the sense of the qualified voters of said city of Hopkins on the proposition of granting to the Maryville Electric Light & Power Company, its successors, lessees and assigns, the franchise herein provided for, and of ratifying the contract set out in Section 10 of this ordinance and incurring the indebtedness created thereby, and of authorizing the board of aldermen of said city to levy the tax provided for in Section 11 of this ordinance, a special election shall be held in said city of Hopkins on the 24th day of April, 1923, at which said propositions shall be submitted. A polling place

shall be designated, judges of election appointed, and in all respects said election shall be conducted in conformity with the law and ordinances of said city in such cases made and provided.

SECTION 13.

Three weeks' notice of said election shall be given by publication in the Hopkins Journal, a weekly newspaper printed in said city, as required by Section 8657 R.S. No.1919; and ballots shall be provided for said election by the city marshal and city clerk as provided by Section 13 of said Ordinance No. 115.

Tickets or ballots for said special election shall be provided by the city marshal and city clerk in the following form:

"For granting 20 year franchise to Maryville Electric Light & Power Company, Yes.

"For granting 20 year franchise to Maryville Electric Light & Power Company, No.

"For granting 20 year franchise to and entering into ^{five} ~~ten~~ year contract with Maryville Electric Light & Power Company, and increasing debt thereunder, ... Yes.

"For granting 20 year franchise to and entering into ^{five} ~~ten~~ year contract with Maryville Electric Light & Power Company, and increasing debt thereunder, ... No."

Those voting "yes" on said proposition shall be taken as voting assent thereto, in the manner and form as provided in this Ordinance, and those voting "no" shall be taken as voting dissent therefrom.

SECTION 14.

The returns of said special election shall be certified to the board of aldermen by the judges of said election as provided by law and at a regular, adjourned or special meeting of the board of aldermen, to be held within not less than ten days after said election, the returns of said election shall be canvassed. If it

shall appear from said returns that a majority of the qualified voters of said city of Hopkins voting at said election have voted consent to the granting of the franchise provided for in this ordinance, the board of aldermen shall by written resolution or proper journal entry so declare; and if it shall appear from the returns of said election that the proposition to grant said franchise and enter into said contract and increase the debt of said city thereunder have been consented to and ratified by a two-thirds majority of the qualified voters of said city voting at said election, the board of aldermen shall by written resolution or proper journal entry so declare.

Within not more than one week after the returns of said special election shall have been canvassed and the result thereof ascertained and declared by the board of aldermen, as above provided, the Maryville Electric Light & Power Company shall file its written acceptance of said franchise, and shall execute said city contract, by and through its proper officers, both as of the date when the result of said special election shall have been declared.

SECTION 15.

Any person, firm or corporation, violating the provisions of Sections 4, 5 and 6 of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not less than five dollars (\$5.00) or more than one hundred dollars (\$100.00).

SECTION 16.

All ordinances and parts of ordinances in conflict herewith are hereby repealed; and this ordinance shall take effect and be in force from and after its passage and approval.

Passed and approved this 22nd day of March, 1923.

R. F. Nutti
Mayor of Hopkins, Missouri.

Attest:

J. W. Jortley
City Clerk.

Hopkins, Missouri, _____, 1923

The above and foregoing franchise accepted this 27th
day of April, 1923.

Maryville Electric Light & Power Company
By Refuge E. Jones
Its President.



Attest:
Lura B. James
Post. Secretary.

STATE OF MISSOURI)
COUNTY OF NODAWAY) SS.
CITY OF HOPKINS)

I, O. L. Mutti
Mayor of the city of Hopkins, Missouri

hereby certify that the above and foregoing is a
full, true and complete copy of Ordinance No. 115 of said city
passed and approved March 22nd, 1923.

O. L. Mutti
Mayor



Attest:
F. W. Doster
City Clerk.