

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 383-14

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** December 15, 2014

**Re:** Agreement with Boone Electric Cooperative for Electric Service for the Sanitary Sewer Pump Station Serving Parkside Estates Subdivision

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** Map

## Executive Summary

Authorizing the City Manager to execute an application for electric service, and an electric service agreement, with Boone Electric Cooperative to provide service for the sanitary sewer pump station serving Parkside Estates Subdivision.

## Discussion

A sanitary sewer system, which includes a sewer pump station, is currently being constructed to serve the Parkside Estates Subdivision development located off Route K (see attached diagram). The gravity sewers, pump station and force main will be owned and operated by the City of Columbia; however, the electric service for this area is provided by Boone Electric Cooperative. This ordinance authorizes the City Manager to execute an application for the electric service, as well as an electric service agreement with Boone Electric Cooperative. This agreement is similar to other electric services agreements between the City and Boone Electric Cooperative.

## Fiscal Impact

**Short-Term Impact:** The minimum cost for electric service is \$75 per month, which will be paid from the Sewer Utility operating budget.

**Long-Term Impact:** The ongoing minimum annual cost of \$900 for electric service for this pump station that will be included in the Sewer Utilities annual operating budget.

## Vision, Strategic & Comprehensive Plan Impact

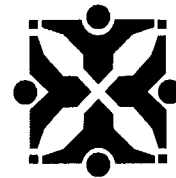
Vision Impact: Environment

Strategic Plan Impact: Health, Safety and Wellbeing, Infrastructure

Comprehensive Plan Impact: Environmental Management, Infrastructure

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Suggested Council Action

Authorize the City Manager to execute an application for electric service and an electric service agreement with Boone Electric Cooperative to provide service for the sanitary sewer pump station serving Parkside Estates Subdivision.

## Legislative History

None

A handwritten signature in cursive script, appearing to read "John D. Hunt", written over a horizontal line.

Department Approved

A handwritten signature in cursive script, appearing to read "Billy White", written over a horizontal line.

City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 383-14

### **AN ORDINANCE**

authorizing an application to Boone Electric Cooperative and agreement for electric service with Boone Electric Cooperative as it relates to service for the sanitary sewer pump station serving Parkside Estates Subdivision; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an application to Boone Electric Cooperative as it relates to electric service for the sanitary sewer pump station serving Parkside Estates Subdivision. The form and content of the application shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Manager is hereby authorized to execute an agreement for electric service with Boone Electric Cooperative as it relates to service for the sanitary sewer pump station serving Parkside Estates Subdivision. The form and content of the application shall be substantially in the same form as set forth in "Exhibit B" attached hereto.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## Application to Boone Electric Cooperative

## Membership and Electric Service

The undersigned (hereinafter called the "applicant") hereby applies for membership in, and agrees to purchase electric energy from Boone Electric Cooperative, Incorporated, (hereinafter called the "Cooperative"), upon the following terms and conditions.

1. The Applicant will pay to the Cooperative a service guarantee fee, the amount of which is to be established by the Board of Directors. This fee will be waived if applicant can provide proof of an acceptable credit history from a previous electric utility.
2. The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises described below and will pay therefore monthly at rates to be determined from time to time in accordance with the Bylaws of the Cooperative provided, however, that the Cooperative may limit the amount of electric energy to be furnished for industrial uses. The Applicant will pay for electric service at the rate and minimum of the applicable rate schedule.
3. The Applicant certifies the ONE category marked in the box to be completed below is the predominant use of electricity. If energy purchased results in a sales tax liability due to use other than stated, the Applicant assumes responsibility for remitting such tax due directly to the Director, Missouri Department of Revenue.
4. The Applicant will comply with and be bound by the provisions of the certificate of incorporation and bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. Cooperative members will receive the monthly *Rural Missouri* magazine.
5. The Applicant, by purchasing electric energy from the cooperative therefore becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his/her private property cannot be attached for any such debts or liabilities.
6. The applicant agrees to allow the Cooperative to install, operate and maintain remote control devices to manage system loads, if the service being connected is part of such a program.
7. The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative. The contract for electric service to a newly constructed facility shall continue in force for one year from the date service is made available by the Cooperative to the Applicant, and thereafter until cancelled by either party. The Cooperative requires one business day's notice on connects, disconnects and transfers. On transfers, all previous bills must be paid prior to transfer being made. The copy of this application when receipted becomes a membership certificate.
8. The Application hereby agrees to be personally responsible and liable for any and all expenses, including but not limited to, collection agency fees, attorneys fees and court costs incurred by the Cooperative in the event that the Cooperative is forced to either report this account to a collection agency or pursue a civil suit in the Associate or Circuit Courts of the State of Missouri to recover an outstanding balance or debt owed to the Cooperative.

## Dusk to Dawn Lighting

1. The design of the light and light fixtures shall be selected by the Cooperative.
2. Applicant hereby grants to the Cooperative the right to locate, install, operate and maintain the light and light fixture and appurtenances on the property of the Applicant.
3. The applicant certifies that the ONE box marked below is the predominant use of the light. If the light results in a sales tax liability due to use other than stated, the Applicant assumes responsibility for remitting such tax directly to the Director, Missouri Department of Revenue.
4. Applicant hereby grants to the Cooperative the right to cut, trim or remove such trees and shrubs as in the opinion of the Cooperative are necessary to be cut, trimmed or removed in order for it to provide the service requested by Applicant.
5. The operation and maintenance of the light and light fixture and electric energy for operating shall be by and at the expense of the Cooperative.
6. The light and light fixture shall remain the property of the Cooperative and may be removed by Cooperative when this service is terminated.
7. Applicant will pay for the service requested herein when it becomes available in accordance with the Rate Schedule DDL (Dusk to Dawn Lighting) provided the light is installed on a meter or transformer pole. For each luminaire light not located on a meter or transformer pole, Applicant will pay an additional \$1 per month for each pole required to furnish the service requested.
8. The cooperative at anytime, based on increased cost, may make an increase in the rate of dusk to dawn lights.
9. The acceptance of this application by Cooperative shall constitute an agreement between Applicant and Cooperative and shall continue in force for A PERIOD OF ONE YEAR from the time the service is made available to Applicant and thereafter until cancelled by at least 30 days written notice given by either party to the other.

## TO BE COMPLETED BY MEMBER:

Name CITY OF COLUMBIA  
(Last) (First) (Initial)

If Joint Membership:

Name \_\_\_\_\_  
(Last) (First) (Initial)

In Care Of \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip+4 \_\_\_\_\_

SSN# \_\_\_\_\_ DOB \_\_\_\_\_

Driver's Lic. # \_\_\_\_\_ State \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Employer \_\_\_\_\_

Spouse's Name \_\_\_\_\_

## PREDOMINANT USE OF ELECTRICITY IS: (check one)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Household (H/4)    | <input type="checkbox"/> Barn (A/4)       | <input type="checkbox"/> School (S/3)                  |
| <input type="checkbox"/> House Well (W/4)   | <input type="checkbox"/> Cabin (E/4)      | <input type="checkbox"/> Domestic Income Prod. (P/6)   |
| <input type="checkbox"/> Grain Drying (D/4) | <input type="checkbox"/> Commercial (B/2) | <input type="checkbox"/> Commercial Income Prod. (R/5) |
| <input type="checkbox"/> Governmental (G/3) | <input type="checkbox"/> Farm Well (F/4)  | <input type="checkbox"/> Church (C/3)                  |
| <input type="checkbox"/> Other _____        |   |  |

By signing below, I hereby agree to the following statement and certify that all information I provided is accurate.

"I, as a condition of membership in the Cooperative, will grant easements without charge on and through my property to provide service extensions to myself and other adjoining members, as well as to perform necessary maintenance and service upgrades."

X \_\_\_\_\_  
Signature of Applicant

X \_\_\_\_\_  
Signature of Co-Applicant (if Joint Membership)

## FOR OFFICE USE ONLY:

Date Service Wanted: 11/24/14  
☒ Electric Service ☐ DDL - # of lights: \_\_\_\_\_  
 Meter ID # \_\_\_\_\_ Light ID# \_\_\_\_\_  
☒ New Construction ☐ Existing Service  
☐ Owner ☐ Tenant  
 Date 11/24/14 Witness MC New Applicant Y ☒ N  
 C/L#months \_\_\_\_\_ ☐ CHK ☐ CASH ☐ MNO ☐ CRCD ☐ VAC  
 other \_\_\_\_\_

☐ Transfer ☐ Joint Membership Date Connected \_\_\_\_\_  
 Equity \_\_\_\_\_ Meter# \_\_\_\_\_ LGT# \_\_\_\_\_  
 Location 215 WILLIAM SMITH PLACE  
 Map # 33-01-1-000-062-00

## FOR DDL ONLY:

☐ Owner ☐ Tenant If Tenant: DEPOSIT: ☐ \$20.00 ☐ \$40.00  
☐ Existing Pole Rate: \_\_\_\_\_ Type \_\_\_\_\_  
☐ Pole to be set Date of Installation \_\_\_\_\_  
 DDL Location \_\_\_\_\_  
 Map # \_\_\_\_\_

Service G.T. Fee _____	Jumped Meter Usage _____
Add Serv. G.T. Fee _____	Collection Fee _____
Commercial G.T. Fee _____	Electric Meter-\$39 _____
New Connect Fee-\$10 _____	Sealing Ring-\$3.50 _____
1 Day Service Charge _____	Meter Glass-\$5 _____
Pre-Payment on Bill _____	Pie Plate-\$1.20 _____
Reconnect _____	Ring Brass Lock-\$11 _____
Reconnect(after hours) _____	Base Brass Lock-\$13 _____
Jumped Meter -\$100 _____	LTA Trip Charge-\$12.50 _____
Jumped CellNet-\$155 _____	Meter Check Fee-\$10 _____



# Boone Electric Cooperative

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1413 Rangeline St., P.O. Box 797, Columbia, MO 65205-0797 Telephone: 573-449-4181  
Fax: 573-441-7285 Website: [www.BooneElectric.com](http://www.BooneElectric.com) Email: [apetri@booneelectric.com](mailto:apetri@booneelectric.com)

WO # - 14-02088  
Name - CITY OF COLUMBIA  
Location - PARKSIDE ESTATES

Please indicate the service voltage required:

☐ 3Ø 208/120 (4 wire grounded wye) ☐ Overhead ☐ Padmount  
☒ 3Ø 480/277 (4 wire grounded wye) ☐ Overhead ☒ Padmount

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Overhead Transformers Only:

☐ 3Ø 240/120 with 208 wildleg (4 wire Delta)  
☐ 3Ø 480/240 (4 wire Delta)  
☐ 3Ø 480 (3 wire Delta)  
☐ 3Ø 120 (3 wire Delta)

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

*Nike Coleman*  
Engineer's Signature

\_\_\_\_\_  
Date

## AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made November 24, 2014, between **Boone Electric Cooperative** (hereinafter called the "Seller"), and **CITY OF COLUMBIA** (hereinafter called the "Consumer"), a Corporation (Corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to 75 kilowatts, upon the following terms:

### 1. SERVICE CHARACTERISTICS.

- a. Service hereunder shall be alternating current, Three (3) phase, and 277/480 volts.
- b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

### 2. PAYMENT.

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and Conditions set forth in Schedule B attached to and made a part of this Agreement.
- b. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than N/A kilowatts for any billing period.
- c. In any event, the Consumer shall pay to the Seller a minimum of no less than \$75 per month for service or for having service available hereunder during the term hereof. Unless otherwise specified the minimum amount due will be equal to \$1.00/Kva made available to the Consumer.
- d. Service will be made available for the Consumer on or before November 24, 2014.
- e. The initial billing period shall start when Consumer begins using electric power and energy, or 90 days after the service is made available to the consumer.
- f. The minimum charge as set shall commence 90 days from the date service is made available to the consumer.
- g. Bills for service hereunder shall be paid at the office of the Seller in Columbia, MO. Such payments shall be due 10 calendar days from the date of the bill. If the Consumer shall fail to make any such payment within 25 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 6 days notice to the Consumer of its intention to disconnect. However, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- h. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

### 3. MEMBERSHIP.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such policies, procedures and regulations as may from time to time be adopted by the Seller.

### 4. CONTINUITY OF SERVICE.

The Seller does not guarantee but shall use reasonable diligence to provide a continuous supply of electric power and to maintain voltage within reasonable limits. Seller's obligation to furnish electric power and energy, and

delivery services, is subject to Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, insurrections, riots, lightning, earthquakes, fires, storms, floods, restraints of Federal, State, Local government, military authority, explosions, breakage of or accident to machinery, equipment or transmission or distribution lines, ability to obtain necessary materials, supplies, and any other forces which are not reasonably within the control of Seller, whether like or unlike those herein enumerated and which could not be reasonably avoided by Seller. Seller shall not be liable in tort or contract to Buyer for incidental, special or consequential damages caused by any discontinuity of service, high or low voltage, single phasing or any loss of phase to a three phase service or any other variation in service characteristics caused by any of the foregoing or any other cause beyond the reasonable control of Seller. Buyer acknowledges that Seller does not warrant the electric power provided to be free from voltage transients, blinks or outages. Buyer agrees to exercise due diligence and take all appropriate preventative measures to protect business continuity and all equipment or devices utilizing electrical service from potential harm from variations in electric service characteristics.

#### **5. RIGHT OF ACCESS.**

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

#### **6. TERM.**

This Agreement shall become effective on the date first above written and shall remain in effect until 4 years following the date of **January 1, 2015**; the date service was made available and thence automatically renewed on a yearly basis. This agreement may be terminated by either party giving to the other 30 days notice in writing. However, early termination will not relieve the consumer of duties under this contract. The consumer will be held liable for the minimum bill charges for cancellation of this contract prior to the above contracted period.

#### **7. SUCCESSION AND APPROVAL.**

a. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

#### **8. DEPOSIT AND AID TO CONSTRUCTION.**

- a. The Consumer shall pay to the Seller the sum of \$0 in aid to construction for the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities.
- b. The Consumer shall pay to the Seller the sum of \$0 in deposit to secure credit with the Seller. This amount shall be returnable to the Consumer upon establishment of 3 years good payment history.
- c. No refunds shall be made to the Consumer of any portion of the deposit remaining upon early termination of this Agreement.

#### **9. ENGINEERING GUIDELINES AND SPECIFICATIONS.**

- a. **Power Factor Adjustment.** The consumer shall maintain unity power factor as nearly as practicable. The measured demand charges will be adjusted for consumers with 100 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.
- b. **Code Restrictions.** All service entrances, electrical wiring, and any other electrical facility providing service to and into the facility are subject to inspection by Boone Electric Cooperative and the County of jurisdiction. These inspections will be as per the National Electric Safety Code and the National Electric Code as enforced on the date of service installation.
- c. **Motor Loads.** Any motor load over 10 horsepower will be required to utilize soft starts on request by the Cooperative.

## DESCRIPTION AND LOCATION OF SERVICE

<b>TYPE OF OPERATION:</b>	<b>SEWER PUMP STATION</b>
<b>USE OF SERVICE:</b>	<b>MOTORS</b>
<b>TOTAL MOTOR HORSEPOWER:</b>	<b>NA</b>
<b>B.E.C. MAP LOCATION:</b>	<b>33-01-1-000-062-00</b>
<b>OWNER:</b>	<b>CITY OF COLUMBIA</b>
<b>PHYSICAL ADDRESS:</b>	<b>215 WILLIAM SMITH PLACE</b>
<b>NEW SERVICE</b> <input checked="" type="checkbox"/>	<b>EXISTING SERVICE</b> <input type="checkbox"/>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

BOONE ELECTRIC COOPERATIVE  
Seller

\_\_\_\_\_  
Nathan Martin, Secretary

By: \_\_\_\_\_  
Joel Bullard, President

\_\_\_\_\_  
Consumer

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title of Officer\*

*\*\*if other than president, vice president, partner or owner, a power of attorney must accompany contract.*



**CITY OF COLUMBIA, MISSOURI**

By \_\_\_\_\_

Mike Matthes

Title \_\_\_\_\_

City Manager

Attest: (SEAL)

By \_\_\_\_\_

Sheela Amin

Title \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_

Nancy Thompson

Title \_\_\_\_\_

City Counselor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 555-6322-641.35-32 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

\_\_\_\_\_  
John Blattel, Finance Director



Proposed Pump Station

### Legend

- Project Sewer
- ▲ BCRSD Sewer Cleanout
- BCRSD Sewer Manhole
- BCRSD Sewer Pump Station
- City Sewer Air Release Valve
- ▲ City Sewer Cleanout
- City Sewer Manhole
- City Sewer Pump Station
- City Gravity Sewer
- City Pressure Sewer
- BCRSD Gravity Sewer
- BCRSD Pressure Sewer

Parcels Property of Boone County



City of Columbia, Missouri  
Department of Public Works

### Parkside Estates Plat 1 Sewers Exhibit A

Scale: 1" = 200'

Drawn: J.K.M

Date: 12/01/2014

Deer Run Tr

Robert Howell Ln

Route K

Helwig Ln

William Smith Pl

Ralph Dobbs Way

Donald Neil Ct

E Southbrook Ct

8A23

8A22

8A15

8A14

8A16

8A17

8A20

8A24

8A21

8A19

8A18

8A26

8A29

8A27

8A28

8A31

8A33

8A37

8A8

8A36

8A35

8A34

8A10

8A11

8A12

8A25

8A7

**BOONE ELECTRIC COOPERATIVE**

Computer Code "2"

**SCHEDULE B  
Rate 2 Revenue 3**

Three Phase Service Under 100 KVA

DATE TO BE EFFECTIVE: **April 8, 2012 Billing**

SCHEDULE APPLICABLE TO: Three phase service under 100 KVA

**AVAILABILITY**

Available to members requiring three phase service, and requiring 100 KVA or less transformer capacity, subject to the established rules and regulations of the Seller.

**CHARACTER OF SERVICE**

Three phase service 100 KVA or under, 60 Hertz, at available secondary voltages.

**MONTHLY RATE**

Service Availability Charge	\$ 33.00 per month .
First 600 kWh	@ 9.1 cents per kWh
Next 1400 kWh	@ 8.2 cents per kWh
Excess	@ 7.6 cents per kWh
Sales tax not included	

**SERVICE AVAILABILITY CHARGE**

The service availability charge under the above rates shall be \$ 33.00 per month. No kWh are included in this charge. The service availability charge shall be the monthly minimum.

**MINIMUM MONTHLY CHARGE**

**Monthly minimum charge will be 2% of construction cost or \$1 per KVA which ever greater for 4 years. After the 4 years the transformer size will be the minimum.**

The minimum monthly charge under the above rate shall be the service availability charge (sales tax not included) where ten KVA or less of transformer capacity is required. For members requiring more than ten KVA, the minimum monthly charge shall be increased by \$1.00 for each additional KVA or fraction thereof required. Where it is necessary to extend or reinforce existing distribution facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities.

Three phase service will be rendered only after the following conditions are met when additional investment is required:

1. The member will give satisfactory assurance by means of a written agreement as to the character, amount and duration of the business offered.

SHEET 2 OF 2, SCHEDULE "B"

2. The member will guarantee a minimum monthly bill for the three phase service which will be computed on the basis of two percent of the additional investment, which includes the additional cost of transformer capacity necessary to make three phase service available. The minimum bill will be effective for a period of four (4) years from the date on which service commences. After this period the regular monthly minimum charge will be effective.
3. In no case, however, will the minimum bill for three phase service be less than the previously specified minimum monthly charge.

**ADJUSTMENTS**

In the event the wholesale cost of power increases or decreases above or below 5.56 cents per kWh sold, the foregoing retail charges may be increased or decreased by an amount sufficient to compensate for the change in the wholesale cost of power.

**TAXES**

The above rate shall be subject to an increase in proportion to the amount of new taxes or increased taxes which the Cooperative may hereafter be required to pay which are levied or increased by laws or ordinances which were not in effect on the effective date of this schedule.

**TERMS OF PAYMENT**

Bills are due ten (10) days after the billing date. Bills not paid 25 days after the billing date are subject to disconnection.



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

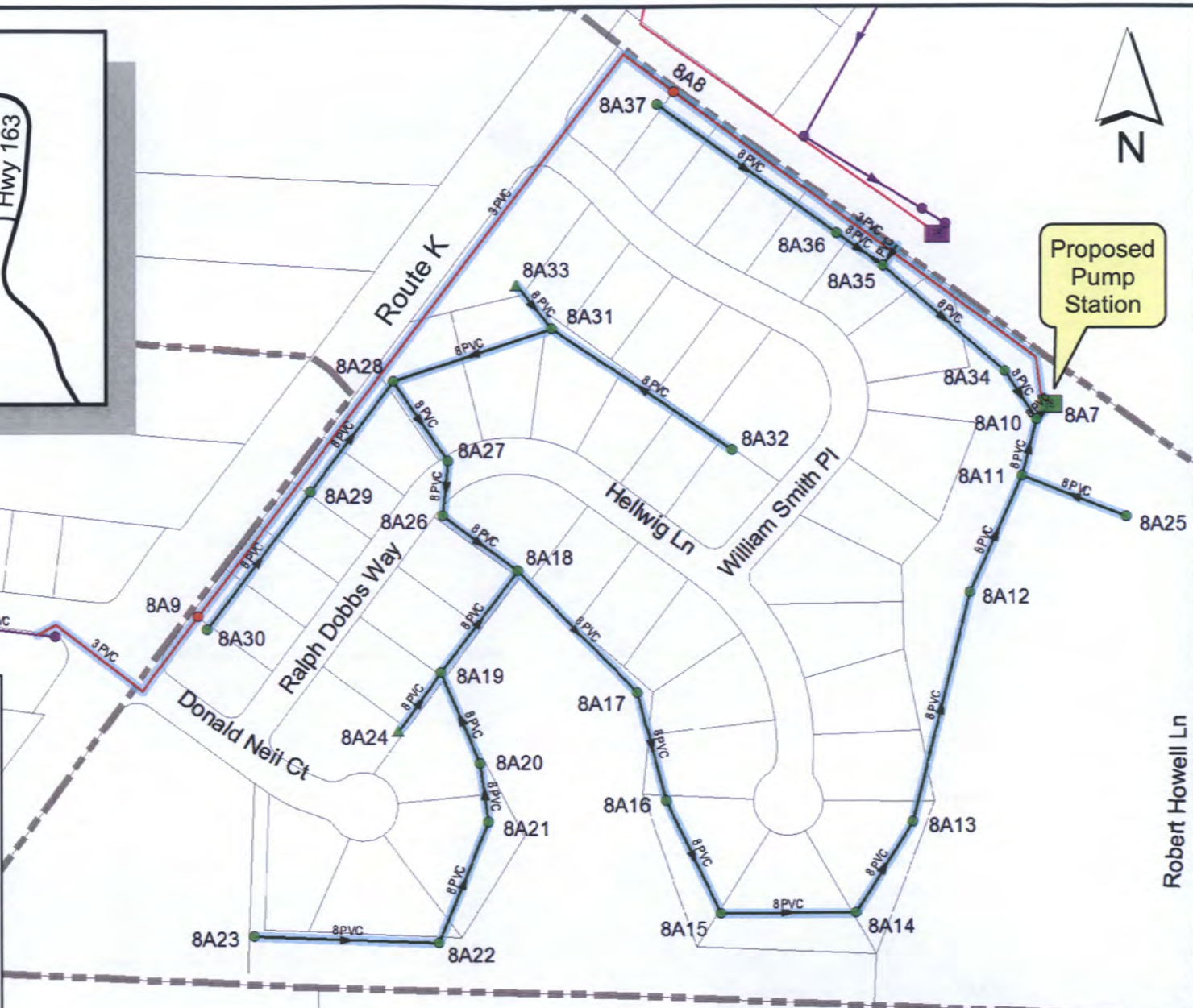
Map





Proposed Pump Station

- Legend**
- Project Sewer
  - ▲ BCRSD Sewer Cleanout
  - BCRSD Sewer Manhole
  - BCRSD Sewer Pump Station
  - City Sewer Air Release Valve
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  - City Sewer Pump Station
  - City Gravity Sewer
  - City Pressure Sewer
  - BCRSD Gravity Sewer
  - BCRSD Pressure Sewer



Parcels Property of Boone County

**City of Columbia, Missouri**

Department of Public Works

**Parkside Estates Plat 1 Sewers**

Exhibit A

Scale: 1" = 200'

Drawn: J.K.M

Date: 12/01/2014