

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 305-12

AN ORDINANCE

authorizing an agreement with Boone Electric Cooperative to provide primary electric service for the Deerfield Ridge Pump Station; 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 agreement with Boone Electric Cooperative to provide primary electric service for the Deerfield Ridge Pump Station. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made October, 2012, 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 \$75.00 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 October 5, 2012.
- 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 October 5, 2012; 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

TYPE OF OPERATION:	Sewer Lift Station
USE OF SERVICE:	Pumping Sewage
TOTAL MOTOR HORSEPOWER:	
B.E.C. MAP LOCATION:	33-09-3-955-016-00
OWNER:	City of Columbia
PHYSICAL ADDRESS:	Deerfield Ridge Subd.
NEW SERVICE <input checked="" type="checkbox"/>	EXISTING SERVICE <input type="checkbox"/>

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

ATTEST:

Nathan Martin, Secretary

BOONE ELECTRIC COOPERATIVE
Seller

By: _____
Joel Bullard, President

Consumer

ATTEST:

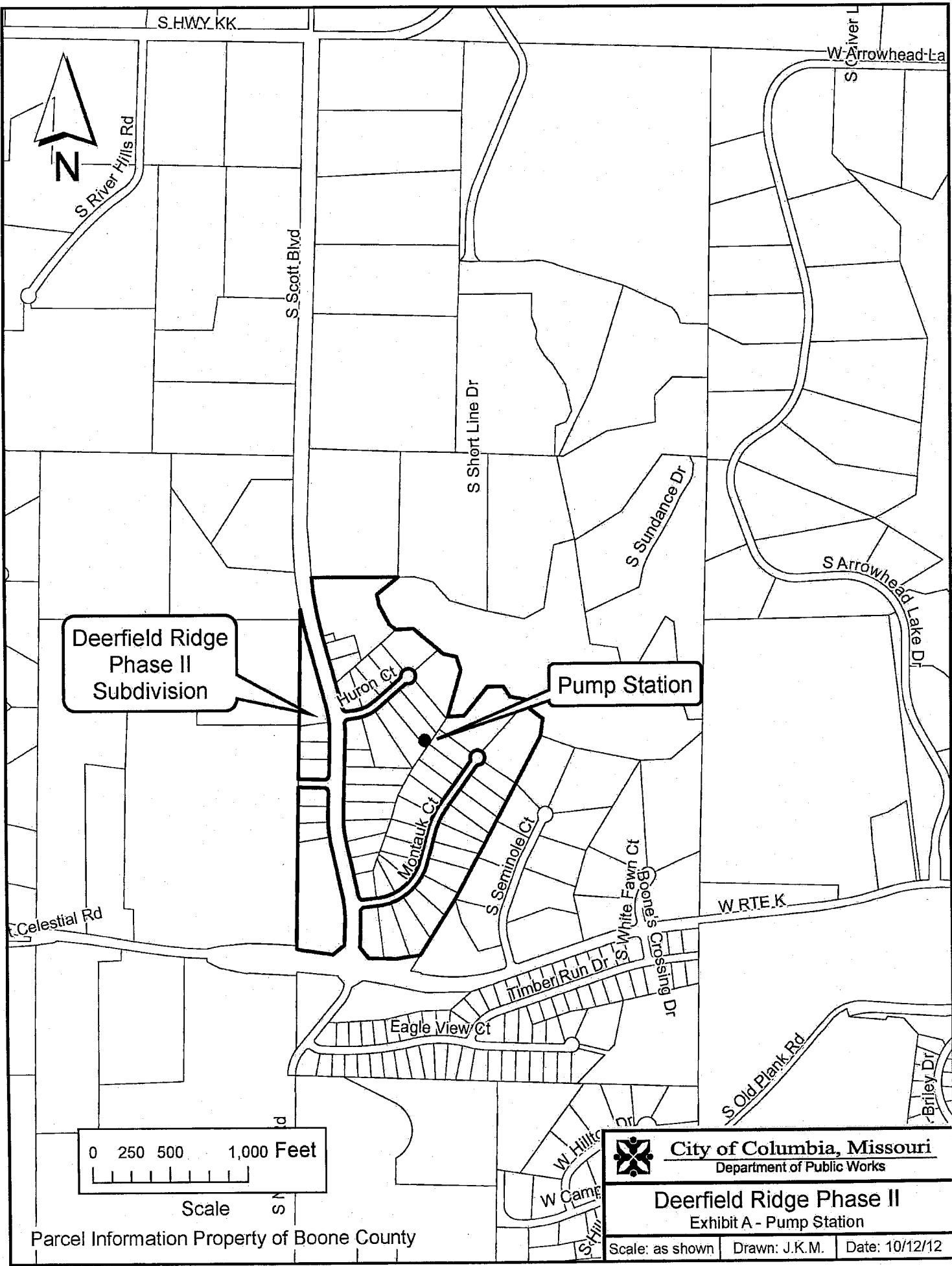
Secretary

By _____
Mike Matthes
City Manager
Title of Officer*

By: _____
City Clerk Sheela Amin

By: _____
City Attorney Fred Boeckmann

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



Deerfield Ridge
Phase II
Subdivision

Pump Station

0 250 500 1,000 Feet

Scale

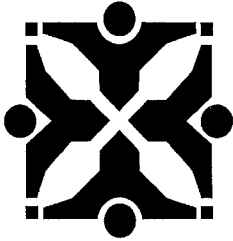
Parcel Information Property of Boone County



City of Columbia, Missouri
Department of Public Works

Deerfield Ridge Phase II
Exhibit A - Pump Station

Scale: as shown Drawn: J.K.M. Date: 10/12/12



Source: Public Works

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Nov 5, 2012

Re: Agreement with Boone Electric Cooperative for Electric Service for Deerfield Ridge Subdivision Pump Station

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with Boone Electric Cooperative (BEC) to provide primary electric service for the Deerfield Ridge Pump Station. Electric service agreements are required by BEC for all 3-phase electric services.

DISCUSSION:

The Deerfield Ridge Pump Station has recently been constructed by the developer of the Deerfield Ridge Subdivision. The pump station is now complete and ready to be accepted for operation and maintenance by the Sewer Utility. This pump station operates on 3-phase electricity and is located in the BEC service area. BEC requires service agreements for all 3-phase electric services. This agreement establishes a minimum monthly charge of \$75.00 and states that BEC will make the necessary upgrades to the electrical service for the new pump station at no cost to the City.

FISCAL IMPACT:

A minimum monthly charge of \$75.00 will be paid from the Wastewater Treatment Plant maintenance electric account; no budget amendment will be needed.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

SUGGESTED COUNCIL ACTIONS:

Approval of the ordinance authorizing the City Manager to execute the agreement with Boone Electric Cooperative.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$75.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	