

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS MAINS, PIPES, MANHOLES, UNDERGROUND VAULTS, SERVICES AND OTHER EQUIPMENT, AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF ELSBERRY AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, DISTRIBUTING AND SELLING NATURAL AND/OR ARTIFICIAL GAS FOR LIGHT, HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

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

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all necessary or appropriate mains, pipes, manholes, underground vaults, services and other equipment, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of Elsberry, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of transmitting, distributing and selling natural and/or artificial gas for light, heat, power and other purposes within said City and in territory adjacent to said City, and for the purpose of transmitting gas through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the

streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for gas service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission of the State of Missouri and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission of the State of Missouri applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 4. This Ordinance shall confer no right, privilege or authority on Company, its successors, licensees, transferees or assigns unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 5. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 6. The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said City shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance.

SECTION 7. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 8. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities.

SECTION 9. 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 10. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Passed and approved this _____ day of _____, 2015.

[SEAL]

Mayor
City of Elsberry, Missouri

ATTEST:

City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

I, _____, City Clerk within and for the City of Elsberry, in the State and County aforesaid, do hereby certify that:

- (1) the foregoing constitutes a full, true and correct copy of Ordinance No. _____ of said City as:
 - (a) introduced before the Board of Aldermen on the _____ day of _____, 2015; and
 - (b) completed in the form as finally passed and which remained on file with the undersigned City Clerk for public inspection at least thirty (30) days before the final passage thereof; and
 - (c) passed by the Board of Aldermen and approved by the Mayor on the _____ day of _____, 2015, as fully as the same appears of record in my office;
- (2) I did not receive, within thirty (30) days after the final passage and approval of the Ordinance, a petition sufficient in form and signed by the requisite number of voters as set forth in § 88.251 RSMo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Elsberry, Missouri, at my office in said City, this ____ day of _____, 2015.

[SEAL]

City Clerk