BILL NO. _____ ORDINANCE NO. _____

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 ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, 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 IN THE CITY OF CLARKSON VALLEY AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY 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 CLARKSON VALLEY, 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 equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, 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 Clarkson Valley, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity

and other services within said City and in territory adjacent to said City, and for the purpose of transmitting electricity 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. Company shall pay to said City on or before the last day of February of each year that this franchise remains in effect, an amount equal to two percent (2%) of its gross receipts, as herein defined, from sales of electricity delivered by it within the corporate limits of said City for the preceeding year.

All payments made hereunder will be reduced by the total payments made by Company for the applicable periods of time or portions thereof on account of any tax levied or imposed by said City upon the business of selling electricity or upon the proceeds of sales of electricity or upon the right or privilege of engaging in such business within said corporate limits, whether said tax be designated as an occupation tax a license tax, or a gross receipts tax or otherwise; but not including a sales tax levied or imposed pursuant to the City Sales Tax Act.

With each franchise payment hereunder, Company shall file with the City Clerk of said City a sworn statement of the gross receipts for the applicable period and also a sworn statement of all payments made by it for such period on account of any of the taxes enumerated above in this Section. The term "gross receipts" shall mean the aggregate amount of all sales and charges that result from Company's business of supplying electric energy or electricity transmission and distribution service to customers within said City during any period less discounts, credits, refunds, sales taxes, state or

county taxes on electricity distribution service, and uncollectible accounts. In the event retail wheeling of unbundled electric energy becomes available in the City (i.e., retail customers are permitted to choose their suppliers of electric energy), then Company and City agree within three (3) months of the availability of retail wheeling ("the Negotiation Period") to revise the definition of gross receipts to be consistent with law and regulation in effect at that time and to eliminate any provision that prevents Company from competing equally with other potential suppliers of electric energy in the City. In the event the Company and City cannot agree upon a revised definition of gross receipts within the Negotiation Period, this Ordinance shall automatically terminate. The Negotiation Period may be extended at any time prior to termination by written agreement between City and Company.

SECTION 3. 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.

SECTION 4. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 5. 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 6. This Ordinance shall confer no right, privilege or authority on Company, its successors 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 7. 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 8. 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. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

SECTION 9. 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 10. Subject to the requirements of Mo. Rev. Stat. § 67.1830 thru § 67.1846, 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, which do not require excavation.

SECTION 11. 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 12. If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

SECTION 13. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this

Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.

SECTION 14. 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.

Presented, Approved and Passed this _____ day of _____, 2014.

_____
Scott Douglass, Mayor
City of Clarkson Valley, Missouri

ATTEST:

_____
City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, _____, City Clerk within and for the City of Clarkson Valley, 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 _____, 2014; 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 _____, 2014, 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 St. Louis, Missouri, at my office in said City, this _____ day of _____, 2014.

[SEAL]

_____
City Clerk