

**THE EMPIRE DISTRICT ELECTRIC COMPANY  
MUNICIPAL ELECTRIC SERVICE AGREEMENT**

**BILL NO:** \_\_\_\_\_

**ORDINANCE NO: 25-01**

**"AN ORDINANCE** authorizing and providing a contract between the CITY of Galena, Kansas (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and providing for discounts from rates, and for a payment by the COMPANY, and acceptance by the CITY of such discounts and such payment as full payment by the COMPANY of any Occupation Tax, Franchise Tax, License Tax or any similar tax or charge by the CITY for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; and providing further that said discounts and said payment shall not be taken in lieu of the CITY's right to collect motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property."

**"BE IT ORDAINED** by the **GOVERNING BODY OF THE CITY OF GALENA, KANSAS** as follows:"

**ARTICLE 1:** That said CITY of **GALENA**, Kansas is hereby authorized and does contract with The Empire District Electric Company, a corporation, its successors or assigns for electric service and equipment to light the CITY's streets, alleys and public ways; and electric service for light and power for the CITY's parks, other properties and public places.

**ARTICLE 2:** The CITY and the COMPANY mutually agree that this ordinance will constitute a contract and that all of its terms, conditions and provisions for payment shall be in effect for a period of two (2) years from the date of execution hereof as provided in Article 13; and shall be automatically extended for a further period of two (2) years from each successive expiration date unless one party shall notify the other in writing not less than sixty (60) days prior to any such expiration date of its desire to terminate this agreement; and further providing that this contract shall not be effective for a total period exceeding ten (10) years; and further provided that the terms of Article 5 are not limited by the terms of Article 2.

**ARTICLE 3:** The COMPANY agrees to furnish and the CITY agrees to use and pay for the street lighting service described in SPL Street Lighting data sheet, designated Exhibit A, attached hereto and made a part hereof, and for any and all additional street lighting service subsequently agreed upon under the terms of this contract or any amendment hereto, according to the rates and conditions set out in the Municipal Street Lighting Service Schedule SPL, attached hereto and made a part hereof.

**ARTICLE 4:** When, by agreement with the CITY, the COMPANY shall install, own, operate and maintain street lights charged for under Schedule SPL, or is required to provide special or excessive electric facilities to serve CITY owned street lighting systems served under Schedule SPL, there shall be charged, in addition to the rates hereinbefore set out, a Facilities Usage Charge, payable as herein provided, as mutually agreed upon by the parties.

**ARTICLE 5:** It is agreed that the Facilities Usage Charge shall be computed at the rate set forth in Municipal Street Lighting Service Schedule SPL as now or in the future approved by competent authority having jurisdiction. Said rate shall be applied to the investment in COMPANY owned street lights and special or excessive electric facilities to serve CITY owned street lights utilized by the CITY under Schedule SPL. The total of such investment by the COMPANY is **\$166,150.60** and the total of the Facilities Usage Charge shall be **\$ 14,953.55** until additional street lights are requested by the CITY and installed by the COMPANY and this contract amended by written agreement. Such Facilities Usage Charge shall be due and payable by the CITY of **GALENA**, Kansas, to the COMPANY so long as the street lights and/or special electric facilities herein referred to in Article 4 and its references shall be utilized by said CITY, but for a term of not less than ten (10) years from date hereof, and shall be payable as provided in said Schedule SPL.

**ARTICLE 6:** The COMPANY agrees to change the location of any street lamp in use upon the written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof.

**ARTICLE 7:** The COMPANY shall furnish and the CITY shall take and pay for all electric service for municipal use, other than street lighting service, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to the rates and provisions of the filed standard rate schedules of the COMPANY, and subject to the valid rates, rules and regulations of any competent regulating authority of COMPANY.

**ARTICLE 8:** The COMPANY agrees to pay to the CITY during the term of this contract and at such times as may be mutually agreed upon a sum equal to **five (5)** percent of the gross receipts collected by the COMPANY from the sales of all electric energy sold to all of COMPANY's customers within the present or future boundaries of the **CITY OF GALENA, KANSAS** under rate schedules as now or in the future approved by the State Corporation Commission of Kansas for residential and commercial service having a reserved capacity of 40 kilowatts or less.

**ARTICLE 9:** The discounts provided in the attached Schedule SPL, and all applicable rates, rules and regulations of the COMPANY filed with competent authority having jurisdiction as now or hereafter promulgated, shall be allowed provided the CITY utilizes the COMPANY's service for its entire requirements for electric or power service and the COMPANY serves the CITY under the provisions of an electric franchise having an original term of not less than ten (10) years; and the amounts resulting from the above discounts and the payments made by the COMPANY to the CITY shall be accepted by the CITY as full payment of any Occupation Tax, Franchise Tax, License Tax, or any similar tax or charge imposed upon the COMPANY by the CITY for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; provided however, that said discounts and said payment shall not be taken in lieu of the CITY's right to collect motor vehicle license fees or any ad valorem tax on the COMPANY's real estate and personal property.

**ARTICLE 10:** The COMPANY agrees to protect the CITY and save it harmless from any and all loss, damage or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and all equipment owned by it, and used to supply service under this contract.

The CITY agrees to protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the sole and proximate result of the COMPANY's negligence.

**ARTICLE 11:** The COMPANY agrees to exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be furnished and maintained in a satisfactory manner.

**ARTICLE 12:** The CITY agrees for the term of this contract to utilize the COMPANY's service for the purpose herein set forth, and that the electric service rendered the CITY hereunder shall be for its use alone, and shall not be resold, and that it will utilize no electric or power service from a source other than the COMPANY.

**ARTICLE 13:** The rates and charges to be paid by the CITY herein are subject to change and amendment by application of the COMPANY to the State Corporation Commission for Kansas or other regulatory authority having jurisdiction. All terms, provisions and conditions of the Agreement, the distribution and sale of electric energy provided by the COMPANY hereunder, and the operating rules, regulations and practices of the COMPANY relating to such sale and distribution are subject to and shall be governed by any valid and lawful present and future supervision, review, change, amendment, approval and modification by a competent regulatory authority having jurisdiction and all present and future valid and lawful orders or said authority. Should said authority make any order binding on the CITY with respect to any payments being made by the COMPANY to the CITY under this agreement which would preclude the COMPANY from recovering from its customers such cost, the parties hereto agree to renegotiate such provisions of this agreement in accordance with said ruling.

**ARTICLE 14:** This contract supersedes all prior representations or agreements, either verbal or written concerning matters herein contained, and shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

**ARTICLE 15:** Upon the passage and approval of this Ordinance, two copies thereof shall be prepared by the Clerk, and shall be signed in the name of the CITY by the Mayor with the seal of the CITY affixed, attested by the Clerk, and shall also be signed for THE EMPIRE DISTRICT ELECTRIC COMPANY by a proper officer, with the seal of the COMPANY affixed, attested by its Secretary, and thereupon same shall be a valid and binding contract between the said parties. One counterpart shall be delivered to the Clerk, placed and kept in the records of the CITY and the other counterpart shall be delivered to the COMPANY.

Approved this 2nd day of February, 2025.

(CITY SEAL)

ATTEST:

Tracy Roberts  
Tracy Roberts, CLERK

CITY OF GALENA, KANSAS  
Ashley Qualls Groves  
Ashley Qualls Groves, MAYOR

The foregoing Ordinance having been duly passed and adopted, the CITY of Galena, Kansas and THE EMPIRE DISTRICT ELECTRIC COMPANY hereby execute this contract in their respective corporate names by their proper officers with their respective corporate seals hereto affixed, as and for their contract covering all the terms of said Ordinance.

Done this 2nd day of February, 2025.

(CITY SEAL)

ATTEST:

Tracy Roberts  
Tracy Roberts, CLERK

CITY OF GALENA, KANSAS  
By Ashley Qualls Groves  
Ashley Qualls Groves, MAYOR  
\_\_\_\_\_  
THE EMPIRE DISTRICT ELECTRIC COMPANY

(COMPANY SEAL)

ATTEST:

\_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
PRESIDENT

STATE OF KANSAS )  
COUNTY OF CHEROKEE ) SS.  
CITY OF GALENA )

I, Tracy Roberts, Clerk of the CITY of Galena, Kansas do hereby certify that the above and foregoing is a full, true and correct copy of Ordinance No. 25-01, duly passed by the Governing Body of said CITY and the execution of the contract therein provided, as the same appears on the records of said CITY.

Witness my hand and the seal of said CITY, this 2nd day of February, 2025.

Tracy Roberts  
CLERK

(CITY SEAL)



**CERTIFICATION**

I, Tracy Roberts Clerk of the CITY of Galena, Kansas do hereby certify that attached hereto is a true and correct copy of Ordinance No. 25-01 adopted at a meeting of the City Council held on February 3, 20 25.

I further certify that Bill No. \_\_\_\_\_ adopted as Ordinance No. 25-01 remained on file in my office for public inspection at least thirty (30) days before its final passage.

In Testimony Hereof, I have hereunto set my hand as said CITY Clerk and affixed the seal of said CITY at my office in Galena, Kansas this 3<sup>rd</sup> day of February, 20 25.

Tracy Roberts  
CITY CLERK



February 3, 2025

To the Mayor

of the CITY of Galena, Kansas:

**THE EMPIRE DISTRICT ELECTRIC COMPANY** hereby accepts the terms and provisions of Ordinance No. 25-01, passed by your Honorable Body on February 3 2024.

By \_\_\_\_\_  
Tim Wilson  
President – Electric Operations

( S E A L )

ATTEST:

\_\_\_\_\_  
Jennifer Shewmake  
Secretary

**THE STATE CORPORATION COMMISSION OF KANSAS**

Index No. 3

THE EMPIRE DISTRICT ELECTRIC COMPANY  
(Name of Issuing Utility)

**SCHEDULE** SPL

ALL TERRITORY

Replacing Schedule SPL Sheet 3

(Territory to which schedule is applicable)

which was filed 07-30-19

**MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE SPL**

Sheet 1 of 2 Sheets

**AVAILABILITY:**

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard MUNICIPAL ELECTRIC SERVICE AGREEMENT, having an original term of not less than two (2) years.

**ANNUAL STREET LIGHTING CHARGE:**

The charges below shall apply for street lighting systems (1) owned by the Municipality, or (2) installed, owned, operated and maintained by the Company, in accordance with a Facilities Usage Charge as hereinafter set forth.

**Mercury-Vapor Lamp Sizes: (FROZEN)**

	\$	Watts
7,000 lumen.....	137.53	175
11,000 lumen.....	160.83	200
20,000 lumen.....	228.96	400
53,000 lumen.....	381.58	1000

**High-Pressure Sodium-Vapor Lamp Sizes (Iucalox, etc.):**

6,000 lumen.....	\$ 129.97	70
16,000 lumen.....	\$ 163.72	150
27,500 lumen.....	\$ 203.22	250
50,000 lumen.....	\$ 298.80	400
130,000 lumen.....	\$ 467.02	1000

**Light Emitting Diode (LED) Fixtures:**

LED 1 7,500-9,500 lumen.....	\$ 177.33	150
LED 2 13,000-16,000 lumen.....	\$ 193.64	250
LED 3 19,000-22,000 lumen.....	\$ 222.87	400

**ENERGY COST ADJUSTMENT:**

The above charges will be adjusted in an amount provided by the terms and provisions of the Energy Cost Adjustment, Rider ECA. The Energy Cost Adjustment for street lighting is computed by multiplying monthly burn hours use by the watts per lamp, listed above, times the Energy Cost Adjustment factor.

**FACILITIES USAGE (INVESTMENT) CHARGE:**

When, by agreement with the Municipality, the Company shall install, own, operate and maintain street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such street lighting facilities and a Facilities Usage Charge in the amount of 1.5% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Street Lighting Charge as set forth herein.

**DISCOUNT:**

The total charges under this Schedule for Street Lighting and Facilities Usage shall be subject to a fifty percent (50%) discount plus an additional discount which shall be equal to one-half of one percent (0.5%) of the Annual Revenue received by the Company within the Municipality for a period of twelve (12) months ending December 31, from the Customers billed under Rate Schedules for Residential and Commercial service having a Billing Demand (Reserved Capacity) of 40 Kilowatts or less.

**MINIMUM:**

The total annual net amount of the Street Lighting Charge, plus the Investment Charge, shall not be less than an amount equal to twelve times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

Issued	<u>June</u>	<u>1</u>	<u>2022</u>
	Month	Day	Year
Effective	<u>July</u>	<u>1</u>	<u>2022</u>
	Month	Day	Year

By Tim Wilson, Vice President, Electric Operations  
Signature Title

21-EPDE-444-RTS  
Approved ANJ  
Kansas Corporation Commission  
May 26, 2022  
/s/ Lynn Retz

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 3

THE EMPIRE DISTRICT ELECTRIC COMPANY

SCHEDULE SPL

(Name of Issuing Utility)

Replacing Schedule SPL Sheet 3

ALL TERRITORY

which was filed 01-04-06

(Territory to which schedule is applicable)

MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE SPL

Sheet 2 of 2 Sheets

PAYMENT:

All bills shall be rendered monthly at 1/12th the annual rates and shall be payable on or before the 25th day of each month succeeding the month during which service was rendered.

CONDITIONS OF SERVICE:

1. No new street lighting installation shall use Incandescent lamps.
2. No new individual lamp installation shall be less than 6,000 lumen.
3. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
4. The character of street lighting circuit (series or multiple) shall be determined by the Company.
5. If the Municipality owns the Street Lighting System, the Company will furnish electric energy, will inspect street lights, replace broken lamps or glassware (where applicable), and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, cable, overhead conductors or fixtures other than glassware shall be paid for by the Municipality.

Issued	<u>July</u>	<u>30</u>	<u>2019</u>
	Month	Day	Year
Effective	<u>August</u>	<u>1</u>	<u>2019</u>
	Month	Day	Year

By /s/ Sheri Richard, Director, Rates and Regulatory Affairs  
Signature Title

19-EPDE-223-RTS  
Approved JWP  
Kansas Corporation Commission  
July 30, 2019  
/s/ Lynn Retz



FROM THE RECORDS OF THE CITY OF GALENA, KANSAS

THE CITY COUNCIL of the CITY of Galena, Kansas, met in regular session at 211 West 7th Street, Galena, Kansas on February 2, 2025 at 6:00 o'clock P.M., with the following Council members present:

Neil Oglesby, Rick Tracy, Jamie Jackson, Emily Jordan, Loren Harding, Chasity Reynolds, Robert LaTurner

When and where the following, among other proceedings of the City Council, were had and made a matter of record, to-wit:

AN ORDINANCE authorizing and providing a contract between the CITY of Galena, Kansas (hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys, and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and providing for discounts from rates, and for a payment by the COMPANY, and acceptance by the CITY of such discounts and such payment as full payment by the COMPANY of any Occupation Tax, Franchise Tax, License Tax or any similar tax or charge by the CITY for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; and providing further that said discounts and said payment shall not be taken in lieu of the CITY's right to collect motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property."

CITY Clerk Tracy Roberts reported that this bill had been on file with the CITY Clerk for public inspection since November 26, 2024. After considerable discussion of the matter by the City Council, it was moved by Mr. LaTurner, seconded by Ms. Jackson, that any rules contrary thereto be suspended and the bill be placed on its first reading; was read in full and passed on its first reading by the following vote:

Mr. Oglesby, Aye; Mr. Tracy, Aye; Ms. Jackson, Aye; Ms. Jordan, Aye; Mr. Harding, Aye; Mr. LaTurner, Aye; Nay, None.

It was moved by Mr. LaTurner, seconded by Ms. Jackson, that the bill be give the title of Ordinance No. 25-01 be placed on second and final readings, and be adopted, and the same was adopted by the following vote:

Mr. Oglesby, Aye; Mr. Tracy, Aye; Ms. Jackson, Aye; Ms. Jordan, Aye; Mr. Harding, Aye; Mr. LaTurner, Aye; Nay, None.

Said instrument was then signed by the Mayor and attested by the Clerk, and being so passed and adopted, was made a part of the records of the City Council.

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**CERTIFICATION**

I, Tracy Roberts, Clerk of the CITY of **Galena**, Kansas, do hereby certify that the above and foregoing is a true and correct copy of a part of the minutes of the meeting of the City Council held February 2, 2024, being that part regarding the passage of Ordinance No. 25-01 as same appears in records of said CITY.

In testimony hereof, I have hereunto set my hand as said Clerk, and affixed the seal of said CITY at my office in **Galena**, Kansas, this 3rd day of February, 2025.

Tracy Roberts  
CITY CLERK

