

## **CITY OF SALEM UTILITY COMMITTEE**

### **MINUTES OF MEETING**

**February 21, 2024**

The City of Salem Utility Committee meeting was called to order by Utility Committee Chairman and West Ward Alderman, Kyle Williams. The following individuals were present: Catherine Dent, John Hambacker, Trina Pot and David Weiss. Harold Hamilton was not present. Chairman Williams noted he had received the resignation of Rick Letchworth from the committee.

A motion was made by John Hambacker and seconded by Catherine Dent that the minutes of the January 10 meeting be approved. Motion carried. Reports and financials for utility usage were presented by Stacy Houston, Financial Director for the City of Salem.

John Hambacker spoke about peak demand and how it affects the whole year. He also spoke about commercial rates and residential rates and City Administrator, Sally Burbridge, stated that information concerning those rates could be pulled for the utility meeting in March. Hambacker also spoke about meters and line sizes and Burbridge noted that there would be information forthcoming on these items following a rate study.

Jennifer Cochran of the City Utility Office updated the committee on utility billing and payments. Cochran stated that bills were emailed successfully but the city overlay on the bills did not come through and will be corrected in the next billing cycle. Cochran said that running budget billing will be done in the future (shows current bill and previous bills) and there is no special billing for individuals over the age of 55. Contracts can still be made on bills through the city office and net metering is being done by hand as there is no software available to do so. Credits will be issued soon for those on net metering. It was also stated nothing has been established regarding a rate/variable rate for net metering and it is not in the current budget to obtain net metering software. Hambacker suggested a rate be placed on the agenda for the March Utility Committee meeting. Burbridge announced that the automated phone billing is still being worked on and other online pre-payment plans have kinks.

Citizen Debbie Murphy asked about getting out of the contract with Exceleron because issues seemed to be taking forever and the city was paying for a service they were not getting. Murphy was told that the City Attorney had advised that the city would have to buy out the contract from Exceleron for the situation to improve.

City Administrator Burbridge stated that the rate study could not begin until after the audit and that the cost of such study (electric only) is covered through MPUA.

An update on MMMPEP was given and work reports from city employees were also given. Interim Public Works Director, Joe Chase, stated maintenance had been done on an electrical site, water leaks had been fixed and some sewer problems involving clean outs

were addressed. Chase stated the City Council chambers were being cleaned up and repaired. Burbridge spoke about the meeting with Archer Elgin regarding waste water treatment plant improvements and spoke on Phases 2A and 2B regarding the plant.

The committee was informed that signs for the trail area were soon to be posted and Hambacker asked about the 70 leaking hydrants. Chase stated he would look into Hambacker's concern.

Concerned citizens asked questions concerning the shortages in funds, a cost analysis for the hydrovac truck, use of hard hats by employees when working with the hydrovac truck and the use of additional equipment when the hydrovac truck was in operation. Man hours were also discussed when using the hydrovac truck.

With no other business occurring, a motion was made by Catherine Dent and seconded by Trina Pot to adjourn. Motion carried.

Prepared by: Catherine Dent

UTILITY USAGE & REVENUE						
	2021-2022 ACTUAL	2022-2023 ACTUAL	2022-2023 JULY-FEB	2023-2024 YTD	2023-2024 BUDGETED	Percent of Budget
Electric Consumption Sold	52,787,837	52,127,174	37,128,626	35,671,234		
Electric Sales Rev.	\$ 5,388,796	\$ 7,025,709	\$ 4,933,788	\$ 5,040,277	\$ 7,111,608	71%
Availability Fee	\$ -	\$ 314,175		\$ 186,748		
Electric Revenue Collected	\$ 5,309,157	\$ 6,950,178		\$ 4,643,027		
Water Consumption Sold	133,720,064	141,081,899	96,915,133	85,048,042		
Water Sales Rev.	\$ 839,084	\$ 875,341	\$ 631,926	\$ 545,206	\$ 837,829	65%
Base Rate		\$ 160,272		\$ 104,922		
Water Revenues Collected	\$ 882,471	\$ 930,781		\$ 546,217		
Sewer Consumption Sold	121,145,016	120,598,853	83,189,358	77,489,465		
Sewer Sales Rev.	\$ 777,868	\$ 1,016,956	\$ 659,718	\$ 715,612	\$ 1,097,826	65%
Base Rate		\$ 153,834		\$ 101,772		
Sewer Revenues Collected	\$ 832,558	\$ 1,008,308		\$ 713,809		

\*\*As of 2/29/2024 (Pending Transfers & Adjustments)

**501-ELECTRIC FUND SUMMARY**

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/2024	BUDGET
<b>REVENUES</b>						
<b>SALES TAX</b>						
Total Sales Tax	\$ 181,709	\$ 239,425	\$ 164,452	\$ 198,783	\$ 165,976	83%
Total Permits/Licenses/Fees	\$ 367	\$ 426	\$ 179	\$ 150	\$ 416	277%
Total Charges for Services	\$ 5,467,541	\$ 7,139,031	\$ 4,985,346	\$ 7,142,836	\$ 5,117,701	72%
Total Miscellaneous	\$ 3,754	\$ 62,706	\$ 25,640	\$ 26,500	\$ 44,973	170%
RESERVES FROM PRIOR YEAR	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 5,653,370</b>	<b>\$ 7,441,588</b>	<b>\$ 5,175,617</b>	<b>\$ 7,368,269</b>	<b>\$ 5,329,066</b>	<b>72%</b>
<b>EXPENDITURES</b>						
<b>Personnel</b>						
Total Personnels	\$ 523,282	\$ 465,090	\$ 315,863	\$ 551,637	\$ 302,967	55%
Total Supplies	\$ 39,568	\$ 25,350	\$ 13,507	\$ 32,600	\$ 13,435	41%
Total Maintenance	\$ 115,081	\$ 91,702	\$ 56,499	\$ 113,000	\$ 41,390	37%
Total Miscellaneous	\$ 261,069	\$ 316,171	\$ 213,636	\$ 393,970	\$ 238,126	60%
Total Utilities	\$ 4,140,529	\$ 4,429,037	\$ 3,229,029	\$ 4,891,350	\$ 3,186,933	65%
Total Cap Improvements	\$ 218,980	\$ 209,738	\$ 133,661	\$ 189,400	\$ 140,336	74%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,298,510</b>	<b>\$ 5,537,087</b>	<b>\$ 3,962,195</b>	<b>\$ 6,171,957</b>	<b>\$ 3,923,187</b>	<b>64%</b>
REVENUES OVER/(UNDER) EXPENDITURES	\$ 354,860	\$ 1,904,501	\$ 1,213,422	\$ 1,196,312	\$ 1,405,879	
OTHER SOURCES	\$ 350,000	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ 638,510	\$ 1,480,000	\$ 593,885	\$ 1,144,926	\$ 572,463	50%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 66,350</b>	<b>\$ 424,501</b>	<b>\$ 619,537</b>	<b>\$ 51,386</b>	<b>\$ 833,416</b>	

**501-ELECTRIC FUND DETAILS**

	2021-2022	2022-2023	YTD	2023-2024	YTD	% OF
	ACTUAL	ACTUAL	2022-2023 JULY-FEB	BUDGET	2023-2024 THRU 02/29/24	BUDGET
<b>REVENUES</b>						
<b>SALES TAX</b>						
SALES TAX-UTILITIES	\$ 181,709	\$ 239,425	\$ 164,452	\$ 198,783	\$ 165,976	83%
Total Sales Tax	\$ 181,709	\$ 239,425	\$ 164,452	\$ 198,783	\$ 165,976	83%
<b>PERMITS/LICENSES/FEES</b>						
30% CREDIT BUREAU FEE	\$ 210	\$ 204	\$ -	\$ -	\$ (39)	0%
INSUFFICIENT CHECK CHARGE	\$ 158	\$ 222	\$ 179	\$ 150	\$ 455	303%
Total Permits/Licenses/Fees	\$ 367	\$ 426	\$ 179	\$ 150	\$ 416	277%
<b>CHARGES FOR SERVICES</b>						
SALE OF ELECTRIC	\$ 5,388,796	\$ 7,025,709	\$ 4,933,788	\$ 7,111,608	\$ 5,040,277	71%
ELECTRIC DISCOUNTS APPLIED	\$ (22,939)	\$ (26,990)	\$ (18,643)	\$ (31,243)	\$ (19,105)	61%
AMP REVENUE	\$ 17,822	\$ (19,254)	\$ (27,582)	\$ (25,000)	\$ -	0%
RECONNECTS	\$ 11,913	\$ 7,817	\$ 4,768	\$ 5,000	\$ 3,730	75%
PENALTY FEES-ELECTRIC	\$ 71,886	\$ 111,479	\$ 74,311	\$ 50,000	\$ 50,899	102%
SERVICES CHARGES	\$ 63	\$ -	\$ -	\$ 50	\$ -	0%
PROCESSING FEES		\$ 10,408	\$ 2,205	\$ 25,000	\$ 13,989	56%
RENTS & ROYALTIES	\$ -	\$ 13,362	\$ -	\$ 7,421	\$ 27,836	375%
SALE OF FIXED ASSETS	\$ -	\$ 16,500	\$ 16,500	\$ -	\$ 76	1%
Total Charges for Services	\$ 5,467,541	\$ 7,139,031	\$ 4,985,346	\$ 7,142,836	\$ 5,117,701	72%
<b>MISCELLANEOUS</b>						
MISCELLANEOUS	\$ 3,730	\$ 36,168	\$ 24,254	\$ 1,500	\$ 17,478	1165%
COBRA INSURANCE REIMBURSEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	0%
SUPER NOW INTEREST	\$ 24	\$ 26,539	\$ 1,386	\$ 25,000	\$ 27,494	110%
DIVIDENDS	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Miscellaneous	\$ 3,754	\$ 62,706	\$ 25,640	\$ 26,500	\$ 44,973	170%
RESERVES FROM PRIOR YEAR	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL REVENUES	\$ 5,653,370	\$ 7,441,588	\$ 5,175,617	\$ 7,368,269	\$ 5,329,066	72%

**501-ELECTRIC FUND DETAILS**

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<b><u>EXPENDITURES</u></b>						
<b>Personnel</b>						
SUPERVISION	\$ 66,184	\$ 59,607	\$ 37,453	\$ 69,120	\$ 43,730	63%
OPERATING	\$ 254,269	\$ 209,688	\$ 146,609	\$ 250,200	\$ 121,797	49%
CLERICAL	\$ 63,638	\$ 58,714	\$ 37,122	\$ 61,816	\$ 40,878	66%
PUBLIC WORKS DIRECTOR	\$ 16,188	\$ 16,636	\$ 10,588	\$ 18,553	\$ 18,554	100%
OVERTIME	\$ 1,137	\$ 2,898	\$ 3,161	\$ 5,200	\$ 1,485	29%
OVERTIME-CLERICAL	\$ -	\$ -	\$ -	\$ -	\$ -	0%
FICA	\$ 30,397	\$ 26,327	\$ 17,449	\$ 32,391	\$ 17,988	56%
UNEMPLOYMENT	\$ 480	\$ 491	\$ 61	\$ 1,236	\$ 39	3%
WORKERS COMPENSATION	\$ 13,339	\$ 12,056	\$ 12,056	\$ 15,000	\$ 5,379	36%
HEALTH INSURANCE	\$ 32,917	\$ 37,011	\$ 23,959	\$ 44,764	\$ 23,633	53%
SHORT-TERM DISABILITY			\$ -	\$ 1,436	\$ 1,075	75%
LIFE INSURANCE	\$ 458	\$ 467	\$ 314	\$ 500	\$ 221	44%
RETIREMENT	\$ 44,276	\$ 41,194	\$ 27,090	\$ 51,421	\$ 28,188	55%
Total Personnels	\$ 523,282	\$ 465,090	\$ 315,863	\$ 551,637	\$ 302,967	55%
<b>SUPPLIES</b>						
CHEMICAL SUPPLIES	\$ -	\$ 199	\$ 199	\$ 500	\$ -	0%
COMPUTER SUPPLIES	\$ 957	\$ 98	\$ 98	\$ 1,000	\$ -	0%
GENERAL SUPPLIES	\$ 80	\$ -	\$ -	\$ 100	\$ 46	46%
JANITORIAL SUPPLIES	\$ 253	\$ 183	\$ 183	\$ 500	\$ -	0%
OFFICE SUPPLIES	\$ 31,756	\$ 16,394	\$ 9,048	\$ 23,000	\$ 13,177	57%
TOOLS	\$ 6,522	\$ 8,476	\$ 3,979	\$ 7,500	\$ 213	3%
Total Supplies	\$ 39,568	\$ 25,350	\$ 13,507	\$ 32,600	\$ 13,435	41%
<b>MAINTENANCE</b>						
BUILDING MAINTENANCE	\$ 870	\$ 1,457	\$ 1,327	\$ 3,500	\$ 720	21%
EQUIPMENT MAINTENANCE	\$ 107,530	\$ 86,744	\$ 51,197	\$ 90,000	\$ 39,815	44%
LIGHTING MAINTENANCE	\$ 6,208	\$ 3,350	\$ 3,350	\$ 15,000	\$ 400	3%
PUBLIC GROUNDS MAINTENANCE	\$ 474	\$ (229)	\$ 245	\$ 500	\$ -	0%
VEHICLE MAINTENANCE	\$ (1)	\$ 381	\$ 381	\$ 4,000	\$ 455	11%
Total Maintenance	\$ 115,081	\$ 91,702	\$ 56,499	\$ 113,000	\$ 41,390	37%
<b>MISCELLANEOUS</b>						
ADVERTISING	\$ 458	\$ 67	\$ 67	\$ 200	\$ 63	32%
EQUIPMENT HIRE	\$ -	\$ -	\$ -	\$ 1,000	\$ (4)	0%

**501-ELECTRIC FUND DETAILS**

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<i>BOOKS &amp; PERIODICALS</i>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<i>FUEL-MOTOR VEHICLES</i>	\$ 11,613	\$ 13,084	\$ 8,537	\$ 16,200	\$ 5,868	36%
<i>GENERAL INSURANCE</i>	\$ 6,808	\$ 7,239	\$ 7,239	\$ 7,963	\$ 8,012	101%
<i>MEMBERSHIPS</i>	\$ 1,317	\$ 1,414	\$ 1,414	\$ 1,500	\$ 1,466	98%
<i>MISCELLANEOUS</i>	\$ 10,649	\$ 1,534	\$ 82	\$ 2,500	\$ 9	0%
<i>RENT</i>	\$ 160	\$ -	\$ -	\$ 100	\$ 350	350%
<i>SALES TAX PAYABLE</i>	\$ 181,688	\$ 224,300	\$ 144,789	\$ 212,035	\$ 180,833	85%
<i>TRAVEL</i>	\$ -	\$ 861	\$ -	\$ 2,500	\$ 118	5%
<i>SAFETY &amp; TRAINING</i>	\$ 285	\$ 6,615	\$ 4,272	\$ 8,000	\$ 3,287	41%
<i>SPECIAL SERVICES</i>	\$ 9,714	\$ 18,565	\$ 17,831	\$ 35,700	\$ 1,282	4%
<i>STATE AUDIT</i>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<i>COMPUTER SOFTWARE</i>	\$ -	\$ -	\$ -	\$ 53,800	\$ 15,328	28%
<i>CREDIT CARD SERVICE CHARGES</i>	\$ 34,795	\$ 37,315	\$ 25,923	\$ 47,372	\$ 19,040	40%
<i>WEARING APPAREL</i>	\$ 3,550	\$ 4,708	\$ 3,386	\$ 5,000	\$ 2,555	51%
<i>CHARGE BACK ITEM FEE</i>	\$ 32	\$ 468	\$ 96	\$ 100	\$ (82)	-82%
<i>BAD DEBT</i>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Miscellaneous</b>	\$ 261,069	\$ 316,171	\$ 213,636	\$ 393,970	\$ 238,126	60%
<b>UTILITIES</b>						
<i>UTILITIES-ELECTRIC</i>	\$ 1,355	\$ 1,300	\$ 867	\$ 1,456	\$ 1,084	74%
<i>UTILITIES-PURCHASE OF POWER</i>	\$ 4,135,284	\$ 4,423,590	\$ 3,225,361	\$ 4,884,189	\$ 3,183,073	65%
<i>UTILITIES-WATER</i>	\$ 63	\$ 26	\$ -	\$ 420	\$ 48	11%
<i>UTILITIES-TELEPHONE</i>	\$ 3,828	\$ 4,120	\$ 2,800	\$ 5,285	\$ 2,728	52%
<b>Total Utilities</b>	\$ 4,140,529	\$ 4,429,037	\$ 3,229,029	\$ 4,891,350	\$ 3,186,933	65%
<b>CAPITAL IMPROVEMENTS</b>						
<i>CAPITAL OUTLAY-TRANSFORMERS</i>	\$ 19,551	\$ 30,817	\$ 15,892	\$ -	\$ (7)	0%
<i>CAPITAL OUTLAY-POLES</i>	\$ 26,426	\$ -	\$ -	\$ -	\$ -	0%
<i>LED LIGHT UPGRADE-4TH STREET</i>	\$ -	\$ 19,225	\$ -	\$ -	\$ -	0%
<i>DIGGER TRUCK</i>	\$ -	\$ 14,514	\$ -	\$ 57,600	\$ 37,771	66%
<i>DIGGER TRUCK RENTAL</i>	\$ 73,500	\$ 42,000	\$ 36,750	\$ -	\$ -	0%
<i>BUCKET TRUCK</i>	\$ -	\$ 2,862	\$ -	\$ 30,300	\$ 20,097	66%
<i>1/2 COP PAYMENT NOVEMBER</i>	\$ 79,338	\$ 81,019	\$ 81,019	\$ 82,500	\$ 82,476	100%
<i>1/2 COP PAYMENT MAY</i>	\$ 20,165	\$ 19,301	\$ -	\$ 19,000	\$ -	0%
<b>Total Cap Improvements</b>	\$ 218,980	\$ 209,738	\$ 133,661	\$ 189,400	\$ 140,336	74%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,298,510</b>	<b>\$ 5,537,087</b>	<b>\$ 3,962,195</b>	<b>\$ 6,171,957</b>	<b>\$ 3,923,187</b>	<b>64%</b>

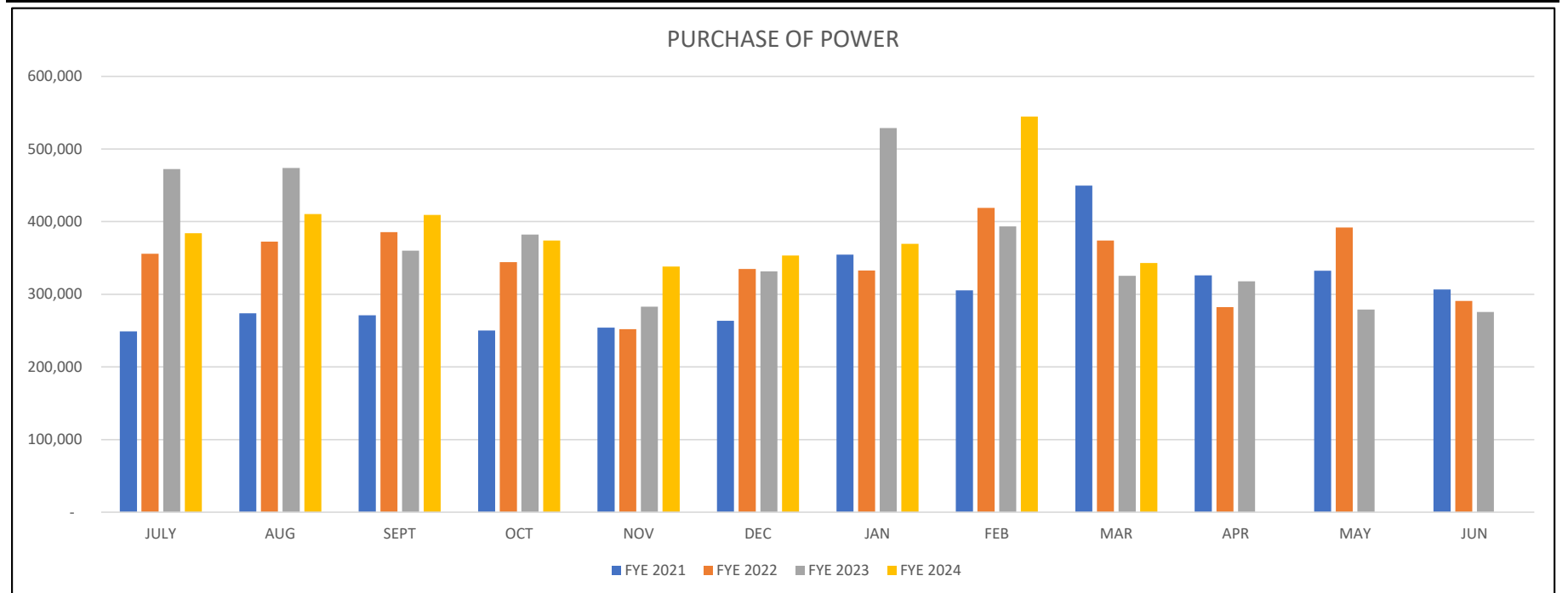
**501-ELECTRIC FUND DETAILS**

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
REVENUES OVER/(UNDER) EXPENDITURES	\$ 354,860	\$ 1,904,501	\$ 1,213,422	\$ 1,196,312	\$ 1,405,879	
OTHER SOURCES	\$ 350,000	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ 638,510	\$ 1,480,000	\$ 593,885	\$ 1,144,926	\$ 572,463	50%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 66,350</b>	<b>\$ 424,501</b>	<b>\$ 619,537</b>	<b>\$ 51,386</b>	<b>\$ 833,416</b>	

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b><u>502-ELECTRIC D &amp; R FUND</u></b>						
<b><u>REVENUES</u></b>						
<b>CHARGES FOR SERVICE</b>						
Total Charges for Service	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>MISCELLANEOUS</b>						
<i>SUPER NOW INTEREST</i>	\$ 68	\$ 2,254	\$ 751	\$ 2,317	\$ 2,390	0%
Total Miscellaneous	\$ 68	\$ 2,254	\$ 751	\$ 2,317	\$ 2,390	103%
<b>RESERVES FROM PRIOR YEAR</b>	\$ -	\$ -	\$ -	\$ 78,150	\$ 50,252	0%
<b>TOTAL REVENUES</b>	<b>\$ 68</b>	<b>\$ 2,254</b>	<b>\$ 751</b>	<b>\$ 80,467</b>	<b>\$ 52,642</b>	<b>65%</b>
<b><u>EXPENDITURES</u></b>						
<b>CAPITAL IMPROVEMENTS</b>						
<i>CAPITAL OUTLAY-TRANSFORMERS</i>				\$ 30,000	\$ 3,660	
<i>CAPITAL OUTLAY-POLES</i>				\$ 25,000	\$ -	
<i>HYDROVAC TRUCK</i>				\$ 48,872	\$ 48,872	
Total Cap Improvements				\$ 103,872	\$ 52,532	
<b>TOTAL EXPENDITURES</b>				<b>\$ 103,872</b>	<b>\$ 52,532</b>	
OTHER SOURCES (Revenue)				\$ 25,000	\$ -	
OTHER USES (Expenditure)				\$ -	\$ -	
<b>REVENUE &amp; OTHER SOURCES OVER/ (UNDER) EXPENDITURES &amp; OTHER USES</b>	<b>\$ 68</b>	<b>\$ 2,254</b>	<b>\$ 751</b>	<b>\$ 1,595</b>	<b>\$ 110</b>	

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b><u>503-ELECTRIC RESERVE FUND</u></b>						
<b>REVENUES</b>						
<b>CHARGES FOR SERVICE</b>						
Total Charges for Service	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>MISCELLANEOUS</b>						
<i>SUPER NOW INTEREST</i>	\$ 151	\$ 4,377	\$ 1,157	\$ 22,320	\$ 27,057	121%
Total Miscellaneous	\$ 151	\$ 4,377	\$ 1,157	\$ 22,320	\$ 27,057	121%
<b>RESERVES FROM PRIOR YEAR</b>	\$ 349,849	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL REVENUES</b>	<b>\$ 350,000</b>	<b>\$ 4,377</b>	<b>\$ 1,157</b>	<b>\$ 22,320</b>	<b>\$ 27,057</b>	<b>121%</b>
<b>EXPENDITURES</b>						
<b>CAPITAL IMPROVEMENTS</b>						
Total Cap Improvements			\$ -	\$ -	\$ -	0%
<b>TOTAL EXPENDITURES</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
REVENUES OVER/(UNDER) EXPENDITURES	\$ 350,000	\$ 4,377	\$ 1,157	\$ 22,320	\$ 27,057	
OTHER SOURCES (Revenue)	\$ -	\$ 730,000	\$ 143,885	\$ 544,926	\$ 272,463	
OTHER USES (Expenditure)	\$ 350,000	\$ -	\$ -	\$ 25,000	\$ -	
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ (0)</b>	<b>\$ 734,377</b>	<b>\$ 145,042</b>	<b>\$ 542,246</b>	<b>\$ 299,520</b>	
			Beginning Fund Balance:	\$ 753,598	\$ 753,598	
			Ending Fund Balance:	\$ 1,295,844	\$ 1,053,118	
			Reserve Goal:	\$ 1,324,628		
			Over/(Short)	\$ (28,784)		

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FYE 2021	249,064	273,688	271,141	250,180	254,147	263,367	354,698	305,477	449,750	326,037	332,511	306,679
FYE 2022	355,791	372,348	385,469	344,122	251,881	334,754	332,872	418,886	374,160	282,379	391,851	290,772
FYE 2023	472,392	474,004	360,098	382,275	282,875	331,624	528,787	393,307	325,565	317,806	279,129	275,729
FYE 2024	384,031	410,302	409,137	373,977	338,125	353,298	369,541	544,662	343,038			



**510-WATER FUND-SUMMARY**

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<b>REVENUES</b>						
<b>SALES TAX</b>						
<b>Total Sales Tax</b>	\$ 13,699	\$ 14,108	\$ 9,188	\$ 13,597	\$ 10,259	75%
<b>Total Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Charges for Services</b>	\$ 904,626	\$ 918,597	\$ 655,975	\$ 871,629	\$ 566,375	65%
<b>Total Miscellaneous</b>	\$ 249	\$ 19,951	\$ 5,802	\$ 21,583	\$ 23,874	111%
<b>RESERVES FROM PRIOR YEAR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUES</b>	<b>\$ 918,573</b>	<b>\$ 952,656</b>	<b>\$ 670,965</b>	<b>\$ 906,809</b>	<b>\$ 600,508</b>	<b>66%</b>
<b>EXPENDITURES</b>						
<b>Personnel</b>						
<b>Total Personnel</b>	\$ 417,042	\$ 346,844	\$ 244,613	\$ 389,494	\$ 234,070	60%
<b>Total Supplies</b>	\$ 8,683	\$ 10,066	\$ 8,711	\$ 14,250	\$ 5,170	36%
<b>Total Maintenance</b>	\$ 106,938	\$ 91,854	\$ 37,290	\$ 109,900	\$ 40,467	37%
<b>Total Miscellaneous</b>	\$ 58,017	\$ 64,024	\$ 54,914	\$ 91,632	\$ 63,397	69%
<b>Total Utilities</b>	\$ 119,832	\$ 169,332	\$ 119,007	\$ 165,264	\$ 122,645	74%
<b>Total Cap Improvements</b>	\$ 112,585	\$ 147,858	\$ 102,028	\$ 135,411	\$ 97,125	72%
<b>TOTAL EXPENDITURES</b>	<b>\$ 823,097</b>	<b>\$ 829,977</b>	<b>\$ 566,563</b>	<b>\$ 905,951</b>	<b>\$ 562,874</b>	<b>62%</b>
REVENUES OVER/(UNDER) EXPENDITURES	\$ 95,476	\$ 122,679	\$ 104,402	\$ 858	\$ 37,634	
OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 95,476</b>	<b>\$ 122,679</b>	<b>\$ 104,402</b>	<b>\$ 858</b>	<b>\$ 37,634</b>	

## 510-WATER FUND DETAILS

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<b>REVENUES</b>						
<b>SALES TAX</b>						
SALES TAX-UTILITIES	\$ 13,699	\$ 14,108	\$ 9,188	\$ 13,597	\$ 10,259	75%
Total Sales Tax	\$ 13,699	\$ 14,108	\$ 9,188	\$ 13,597	\$ 10,259	75%
<b>OTHER</b>						
RURAL SEWER GRANT	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>CHARGES FOR SERVICES</b>						
WATER SALES	\$ 839,084	\$ 875,341	\$ 631,926	\$ 837,829	\$ 545,206	65%
WATER SOLD @ PLANT	\$ 5,414	\$ 4,215	\$ 2,467	\$ 2,500	\$ 2,764	111%
RECONNECTS	\$ 9,469	\$ 5,913	\$ 3,988	\$ 5,000	\$ 3,200	64%
PENALTY FEES-WATER	\$ 36,429	\$ 17,204	\$ 15,539	\$ 10,000	\$ 7,907	79%
CONNECTIONS-WATER	\$ 4,035	\$ 2,030	\$ 2,030	\$ 2,500	\$ 6,790	272%
PRIMACY FEE-WATER	\$ 9,607	\$ 12,794	\$ -	\$ 12,500	\$ 508	4%
SERVICE CHARGES	\$ 88	\$ 50	\$ 25	\$ 100	\$ -	0%
WATER TOWER RENTAL	\$ -	\$ -	\$ -	\$ 1,200	\$ -	0%
SALE OF FIXED ASSETS	\$ 500	\$ 1,050	\$ -	\$ -	\$ -	0%
Total Charges for Services	\$ 904,626	\$ 918,597	\$ 655,975	\$ 871,629	\$ 566,375	65%
<b>MISCELLANEOUS</b>						
MISCELLANEOUS	\$ -	\$ 162	\$ 162	\$ 600	\$ 302	50%
SUPER NOW INTEREST	\$ 249	\$ 19,789	\$ 5,640	\$ 20,983	\$ 23,572	112%
RENT-HEARTLAND METAL	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Miscellaneous	\$ 249	\$ 19,951	\$ 5,802	\$ 21,583	\$ 23,874	111%
RESERVES FROM PRIOR YEAR	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL REVENUES	\$ 918,573	\$ 952,656	\$ 670,965	\$ 906,809	\$ 600,508	66%

## 510-WATER FUND DETAILS

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<b>EXPENDITURES</b>						
<b>Personnel</b>						
SUPERVISION	\$ 32,690	\$ 31,174	\$ 19,722	\$ 37,498	\$ 22,836	61%
OPERATING	\$ 217,786	\$ 167,908	\$ 121,627	\$ 175,200	\$ 108,003	62%
CLERICAL	\$ 35,896	\$ 38,688	\$ 25,382	\$ 41,600	\$ 26,429	64%
PUBLIC WORKS DIRECTOR	\$ 16,188	\$ 16,636	\$ 10,588	\$ 18,553	\$ 13,460	73%
OVERTIME	\$ 7,132	\$ 3,828	\$ 3,658	\$ 6,458	\$ 1,077	17%
OVERTIME-CLERICAL	\$ -	\$ -	\$ -	\$ 535	\$ -	0%
FICA	\$ 23,918	\$ 20,282	\$ 13,542	\$ 22,388	\$ 12,825	57%
UNEMPLOYMENT	\$ 496	\$ 318	\$ 21	\$ 969	\$ 94	10%
WORKERS COMPENSATION	\$ 12,559	\$ 10,602	\$ 10,602	\$ 14,100	\$ 7,199	51%
HEALTH INSURANCE	\$ 38,247	\$ 25,038	\$ 16,936	\$ 35,172	\$ 20,961	60%
SHORT-TERM DISABILITY			\$ -	\$ 1,126	\$ 810	72%
LIFE INSURANCE	\$ 411	\$ 282	\$ 190	\$ 355	\$ 171	48%
RETIREMENT	\$ 31,720	\$ 32,088	\$ 22,343	\$ 35,540	\$ 20,206	57%
<b>Total Personnel</b>	<b>\$ 417,042</b>	<b>\$ 346,844</b>	<b>\$ 244,613</b>	<b>\$ 389,494</b>	<b>\$ 234,070</b>	<b>60%</b>
<b>SUPPLIES</b>						
CHEMICAL SUPPLIES	\$ 3,748	\$ 2,477	\$ 2,477	\$ 5,500	\$ 1,564	28%
COMPUTER SUPPLIES	\$ 300	\$ -	\$ -	\$ 400	\$ -	0%
GENERAL SUPPLIES	\$ 142	\$ -	\$ -	\$ 150	\$ 62	41%
JANITORIAL SUPPLIES	\$ 237	\$ 290	\$ 231	\$ 400	\$ 159	40%
OFFICE SUPPLIES	\$ 2,128	\$ 2,224	\$ 1,802	\$ 2,800	\$ 2,224	79%
TOOLS	\$ 2,129	\$ 5,075	\$ 4,201	\$ 5,000	\$ 1,161	23%
<b>Total Supplies</b>	<b>\$ 8,683</b>	<b>\$ 10,066</b>	<b>\$ 8,711</b>	<b>\$ 14,250</b>	<b>\$ 5,170</b>	<b>36%</b>
<b>MAINTENANCE</b>						
BUILDING MAINTENANCE	\$ 2,639	\$ 132	\$ 132	\$ 2,000	\$ 112	6%
EQUIPMENT MAINTENANCE	\$ 100,942	\$ 85,018	\$ 32,261	\$ 100,000	\$ 38,167	38%
PUBLIC GROUND MAINTENANCE	\$ 275	\$ 1,331	\$ 1,331	\$ 400	\$ 87	22%
STREET MAINTENANCE	\$ 1,494	\$ 2,925	\$ 2,925	\$ 4,500	\$ -	0%
REPAIR TOWER & FENCE	\$ -	\$ -	\$ -	\$ -	\$ -	0%
VEHICLE MAINTENANCE	\$ 1,590	\$ 2,448	\$ 641	\$ 3,000	\$ 2,101	70%
AMI METER UPGRADES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Maintenance</b>	<b>\$ 106,938</b>	<b>\$ 91,854</b>	<b>\$ 37,290</b>	<b>\$ 109,900</b>	<b>\$ 40,467</b>	<b>37%</b>

## 510-WATER FUND DETAILS

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<b>MISCELLANEOUS</b>						
ADVERTISING	\$ 1,163	\$ 1,359	\$ 48	\$ 800	\$ 5	1%
BOOKS & PERIODICALS	\$ -	\$ -	\$ -	\$ -	\$ -	0%
FUEL-MOTOR VEHICLE	\$ 11,123	\$ 11,367	\$ 8,460	\$ 14,720	\$ 5,838	40%
GENERAL INSURANCE	\$ 9,531	\$ 10,135	\$ 10,135	\$ 11,600	\$ 11,217	97%
MEMBERSHIPS	\$ 2,483	\$ 2,350	\$ 2,298	\$ 2,500	\$ 2,178	87%
MISCELLANEOUS	\$ 31	\$ 244	\$ 216	\$ 300	\$ -	0%
RENT	\$ 520	\$ -	\$ -	\$ 1,000	\$ -	0%
TRAVEL	\$ 5,774	\$ 4,208	\$ 2,577	\$ 4,000	\$ 3,399	85%
SAFETY EQUIPMENT	\$ 3,027	\$ 590	\$ 467	\$ 2,000	\$ 209	10%
SPECIAL SERVICES	\$ 12,876	\$ 20,456	\$ 18,218	\$ 15,900	\$ 11,478	72%
STATE AUDIT	\$ -	\$ -	\$ -	\$ -	\$ -	0%
WEARING APPAREL	\$ 4,437	\$ 2,631	\$ 1,811	\$ 3,500	\$ 1,484	42%
PRIMACY FEE	\$ 7,050	\$ 10,685	\$ 10,685	\$ 12,512	\$ 12,512	100%
BAD DEBT	\$ -	\$ -	\$ -	\$ -	\$ -	0%
COMPUTER SOFTWARE	\$ -	\$ -	\$ -	\$ 22,800	\$ 15,078	66%
<b>Total Miscellaneous</b>	\$ 58,017	\$ 64,024	\$ 54,914	\$ 91,632	\$ 63,397	69%
<b>UTILITIES</b>						
UTILITIES-ELECTRIC	\$ 115,377	\$ 162,078	\$ 114,189	\$ 157,300	\$ 117,633	75%
UTILITIES-SEWER	\$ 431	\$ 1,530	\$ 1,122	\$ 1,500	\$ 993	66%
UTILITIES-WATER	\$ 349	\$ 1,266	\$ 930	\$ 1,494	\$ 697	47%
UTILITIES-TELEPHONE	\$ 3,676	\$ 4,457	\$ 2,766	\$ 4,970	\$ 3,322	67%
<b>Total Utilities</b>	\$ 119,832	\$ 169,332	\$ 119,007	\$ 165,264	\$ 122,645	74%
<b>CAPITAL IMPROVEMENTS</b>						
1/2 COP PAYMENT MAY	\$ 20,165	\$ 19,301	\$ -	\$ 20,911	\$ -	0%
1/2 COP PAYMENT NOVEMBER	\$ 79,338	\$ 81,019	\$ 81,019	\$ 82,500	\$ 82,476	100%
CENTER ST WATER LINE REPLACEME	\$ 200	\$ -	\$ -	\$ -	\$ -	0%
New Service Truck/van		\$ 17,800	\$ -	\$ -	\$ -	0%
WATER ENGINEERING FEES	\$ 975	\$ 9,332	\$ 603	\$ 20,000	\$ 2,707	14%
BACKHOE LEASE	\$ 11,907	\$ 11,907	\$ 11,907	\$ 12,000	\$ 11,941	100%
NEW WELL DESIGN	\$ -	\$ 8,500	\$ 8,500	\$ -	\$ -	0%
<b>Total Cap Improvements</b>	\$ 112,585	\$ 147,858	\$ 102,028	\$ 135,411	\$ 97,125	72%
<b>TOTAL EXPENDITURES</b>	<b>\$ 823,097</b>	<b>\$ 829,977</b>	<b>\$ 566,563</b>	<b>\$ 905,951</b>	<b>\$ 562,874</b>	<b>62%</b>

**510-WATER FUND DETAILS**

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
REVENUES OVER/(UNDER) EXPENDITURES	\$ 95,476	\$ 122,679	\$ 104,402	\$ 858	\$ 37,634	
OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 95,476</b>	<b>\$ 122,679</b>	<b>\$ 104,402</b>	<b>\$ 858</b>	<b>\$ 37,634</b>	

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b><u>511-WATER D &amp; R FUND</u></b>						
<b><u>REVENUES</u></b>						
<b>OTHER</b>						
WATER GRANT FUND	\$ -	\$ -	\$ -	\$ 778,000	\$ 124,331	
<b>Total Other</b>				\$ 778,000	\$ 124,331	
<b>MISCELLANEOUS</b>						
SUPER NOW INTEREST	\$ 182	\$ 6,066	\$ 2,022	\$ 6,236	\$ 6,795	109%
<b>Total Miscellaneous</b>	\$ 182	\$ 6,066	\$ 2,022	\$ 6,236	\$ 6,795	109%
<b>RESERVES FROM PRIOR YEAR</b>	\$ -	\$ -	\$ -	\$ 210,299	\$ 43,053	0%
<b>TOTAL REVENUES</b>	<b>\$ 182</b>	<b>\$ 6,066</b>	<b>\$ 2,022</b>	<b>\$ 994,535</b>	<b>\$ 174,179</b>	<b>18%</b>
<b><u>EXPENDITURES</u></b>						
<b>CAPITAL IMPROVEMENTS</b>						
NEW WELL DESIGN				\$ 634,343	\$ 125,600	
RECONDITION 2 RETENTION TANKS				\$ 68,000	\$ -	
HYDROVAC TRUCK				\$ 48,872	\$ 48,872	
<b>Total Cap Improvements</b>	\$ -	\$ -	\$ -	\$ 1,031,215	\$ 174,472	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,031,215</b>	<b>\$ 174,472</b>	<b>0%</b>
REVENUES OVER/(UNDER) EXPENDITURES	\$ 182	\$ 6,066	\$ 2,022	\$ (36,680)	\$ (293)	
OTHER SOURCES				\$ 36,700	\$ -	
OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -	
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 182</b>	<b>\$ 6,066</b>	<b>\$ 2,022</b>	<b>\$ 20</b>	<b>\$ (293)</b>	

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b><u>512-WATER RESERVE FUND</u></b>						
<b><u>REVENUES</u></b>						
<b>OTHER</b>						
Total Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>MISCELLANEOUS</b>						
<i>SUPER NOW INTEREST</i>	\$ 614	\$ 20,482	\$ 6,829	\$ 20,923	\$ 22,989	110%
Total Miscellaneous	\$ 614	\$ 20,482	\$ 6,829	\$ 20,923	\$ 22,989	110%
<b>RESERVES FROM PRIOR YEAR</b>	\$ -	\$ -	\$ -	\$ 16,000	\$ -	0%
<b>TOTAL REVENUES</b>	<b>\$ 614</b>	<b>\$ 20,482</b>	<b>\$ 6,829</b>	<b>\$ 36,923</b>	<b>\$ 22,989</b>	<b>62%</b>
<b><u>EXPENDITURES</u></b>						
<b>MISCELLANEOUS</b>						
Total Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Cap Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
REVENUES OVER/(UNDER) EXPENDITURES	\$ 614	\$ 20,482	\$ 6,829	\$ 36,923	\$ 22,989	
OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ -	\$ -	\$ -	\$ 36,700	\$ -	0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 614</b>	<b>\$ 20,482</b>	<b>\$ 6,829</b>	<b>\$ 223</b>	<b>\$ 22,989</b>	
Beginning Fund Balance:				\$ 710,131	\$ 710,131	
Ending Fund Balance:				\$ 694,354	\$ 733,120	
Reserve Goal:				\$ 205,774		
Over/(Short)				\$ 488,580		

**520-SEWER FUND SUMMARY**

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<b>REVENUES</b>						
<b>PERMITS/LICENSES/FEES</b>						
Total Permits/Licenses/Fees	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Other	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0%
Total Charges for Services	\$ 826,269	\$ 1,049,582	\$ 672,677	\$ 1,114,262	\$ 728,456	65%
Total Miscellaneous	\$ 1,075	\$ 22,917	\$ 17,318	\$ 9,200	\$ 9,204	100%
RESERVES FROM PRIOR YEAR	\$ 58,433	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL REVENUES</b>	<b>\$ 910,777</b>	<b>\$ 1,072,499</b>	<b>\$ 689,995</b>	<b>\$ 1,123,462</b>	<b>\$ 737,660</b>	<b>66%</b>
<b>EXPENDITURES</b>						
<b>Personnel</b>						
Total Personnel	\$ 316,512	\$ 318,703	\$ 207,708	\$ 327,049	\$ 195,888	60%
Total Supplies	\$ 17,717	\$ 6,899	\$ 1,882	\$ 10,100	\$ 6,484	64%
Total Maintenance	\$ 50,964	\$ 61,558	\$ 13,440	\$ 74,000	\$ 36,562	49%
Total Miscellaneous	\$ 89,957	\$ 123,592	\$ 65,684	\$ 149,506	\$ 94,203	63%
Total Utilities	\$ 112,580	\$ 162,359	\$ 105,687	\$ 188,216	\$ 116,867	62%
Total Cap Improvements	\$ 504,046	\$ 302,299	\$ 244,395	\$ 305,790	\$ 247,428	81%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,091,777</b>	<b>\$ 975,410</b>	<b>\$ 638,795</b>	<b>\$ 1,054,661</b>	<b>\$ 697,431</b>	<b>66%</b>
REVENUE OVER/(UNDER) EXPENDITURES	\$ (181,000)	\$ 97,089	\$ 51,200	\$ 68,801	\$ 40,229	
OTHER SOURCES	\$ 195,000	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ 14,000	\$ -	\$ -	\$ 67,408	\$ -	0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 0</b>	<b>\$ 97,089</b>	<b>\$ 51,200</b>	<b>\$ 1,392</b>	<b>\$ 40,229</b>	

## 520-SEWER FUND DETAILS

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b>REVENUES</b>						
<b>PERMITS/LICENSES/FEES</b>						
SEWER INSPECTIONS	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Permits/Licenses/Fees</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>OTHER</b>						
RURAL SEWER GRANT	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Other</b>	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0%
<b>CHARGES FOR SERVICES</b>						
SEWER RECEIPTS	\$ 777,868	\$ 1,016,956	\$ 659,718	\$ 1,097,826	\$ 715,612	65%
RECONNECTS	\$ -	\$ -	\$ -	\$ -	\$ -	0%
PENALTY FEES-SEWER	\$ 43,297	\$ 20,346	\$ 12,958	\$ 12,000	\$ 11,308	94%
CONNECTIONS-SEWER	\$ 2,086	\$ -	\$ -	\$ 1,536	\$ 1,536	100%
PRIMACY FEES-SEWER	\$ 3,018	\$ 2,981	\$ -	\$ 2,900	\$ -	0%
SERVICE CHARGES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
SALE OF FIXED ASSETS	\$ -	\$ 9,300	\$ -	\$ -	\$ -	0%
<b>Total Charges for Services</b>	\$ 826,269	\$ 1,049,582	\$ 672,677	\$ 1,114,262	\$ 728,456	65%
<b>MISCELLANEOUS</b>						
MISCELLANEOUS	\$ 1,075	\$ 19,418	\$ 17,318	\$ 3,200	\$ 3,900	122%
SUPER NOW INTEREST	\$ -	\$ 3,499	\$ -	\$ 6,000	\$ 5,304	0%
CD INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	0%
COP INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Miscellaneous</b>	\$ 1,075	\$ 22,917	\$ 17,318	\$ 9,200	\$ 9,204	100%
<b>RESERVES FROM PRIOR YEAR</b>	\$ 58,433	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL REVENUES</b>	<b>\$ 910,777</b>	<b>\$ 1,072,499</b>	<b>\$ 689,995</b>	<b>\$ 1,123,462</b>	<b>\$ 737,660</b>	<b>66%</b>
<b>EXPENDITURES</b>						
<b>Personnel</b>						
SUPERVISION	\$ 32,962	\$ 35,365	\$ 23,914	\$ 37,440	\$ 22,571	60%
OPERATING	\$ 147,816	\$ 144,307	\$ 87,937	\$ 136,800	\$ 74,998	55%
CLERICAL	\$ 35,940	\$ 38,420	\$ 25,216	\$ 40,560	\$ 25,801	64%
PUBLIC WORKS DIRECTOR	\$ 16,188	\$ 16,636	\$ 10,588	\$ 18,553	\$ 13,460	73%
OVERTIME	\$ 9,195	\$ 5,370	\$ 4,050	\$ 6,215	\$ 7,045	113%

## 520-SEWER FUND DETAILS

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<i>OVERTIME-CLERICAL</i>	\$ -	\$ -	\$ -	\$ 535	\$ -	0%
<i>FICA</i>	\$ 18,218	\$ 16,652	\$ 11,462	\$ 19,208	\$ 10,747	56%
<i>UNEMPLOYMENT</i>	\$ 419	\$ 312	\$ 26	\$ 431	\$ 27	6%
<i>WORKERS COMPENSATION</i>	\$ 6,238	\$ 6,179	\$ 6,179	\$ 6,811	\$ 5,862	86%
<i>HEALTH INSURANCE</i>	\$ 25,219	\$ 28,178	\$ 19,701	\$ 28,777	\$ 16,698	58%
<i>SHORT-TERM DISABILITY</i>			\$ -	\$ 923	\$ 642	70%
<i>LIFE INSURANCE</i>	\$ 239	\$ 310	\$ 218	\$ 302	\$ 138	46%
<i>RETIREMENT</i>	\$ 24,076	\$ 26,974	\$ 18,417	\$ 30,493	\$ 17,900	59%
<b>Total Personnel</b>	\$ 316,512	\$ 318,703	\$ 207,708	\$ 327,049	\$ 195,888	60%
<b>SUPPLIES</b>						
<i>CHEMICAL SUPPLIES</i>	\$ 2,371	\$ 1,037	\$ 51	\$ 2,000	\$ 1,320	66%
<i>COMPUTER SUPPLIES</i>	\$ 235	\$ -	\$ -	\$ 500	\$ -	0%
<i>GENERAL SUPPLIES</i>	\$ 224	\$ -	\$ -	\$ 100	\$ 46	46%
<i>JANITORIAL SUPPLIES</i>	\$ 308	\$ 386	\$ 256	\$ 500	\$ 516	103%
<i>LAB SUPPLIES</i>	\$ 5,842	\$ 374	\$ 374	\$ 3,000	\$ 418	14%
<i>OFFICE SUPPLIES</i>	\$ 3,403	\$ 2,176	\$ 1,201	\$ 2,000	\$ 2,044	102%
<i>TOOLS</i>	\$ 5,334	\$ 2,926	\$ -	\$ 2,000	\$ 2,141	107%
<b>Total Supplies</b>	\$ 17,717	\$ 6,899	\$ 1,882	\$ 10,100	\$ 6,484	64%
<b>MAINTENANCE</b>						
<i>BUILDING MAINTENANCE</i>	\$ 1,653	\$ -	\$ -	\$ 2,000	\$ 2,758	138%
<i>EQUIPMENT MAINTENANCE</i>	\$ 46,674	\$ 60,487	\$ 13,389	\$ 68,000	\$ 32,611	48%
<i>PUBLIC GROUNDS MAINTENANCE</i>	\$ 151	\$ -	\$ -	\$ 300	\$ 6	2%
<i>STREET MAINTENANCE</i>	\$ 1,488	\$ -	\$ -	\$ 2,500	\$ -	0%
<i>VEHICLE MAINTENANCE</i>	\$ 1,000	\$ 1,071	\$ 51	\$ 1,200	\$ 1,187	99%
<i>SEWER GRANT REIMB EXPENSES</i>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Maintenance</b>	\$ 50,964	\$ 61,558	\$ 13,440	\$ 74,000	\$ 36,562	49%
<b>MISCELLANEOUS</b>						
<i>ADVERTISING</i>	\$ 308	\$ 33	\$ 33	\$ 600	\$ 35	6%
<i>FUEL</i>	\$ 4,760	\$ 6,257	\$ 4,670	\$ 8,034	\$ 1,871	23%
<i>GENERAL INSURANCE</i>	\$ 11,028	\$ 11,583	\$ 11,583	\$ 12,741	\$ 12,819	101%
<i>MEMBERSHIPS</i>	\$ 2,662	\$ 2,166	\$ 2,114	\$ 2,500	\$ 2,357	94%
<i>MISCELLANEOUS</i>	\$ 588	\$ -	\$ -	\$ 600	\$ 58	10%
<i>TRAVEL</i>	\$ 4,014	\$ 1,623	\$ 1,269	\$ 3,500	\$ 562	16%
<i>SAFETY &amp; TRAINING</i>	\$ 8,186	\$ 5,904	\$ 2,685	\$ 4,000	\$ 3,226	81%

**520-SEWER FUND DETAILS**

	2021-2022	2022-2023	YTD		YTD	
	ACTUAL	ACTUAL	2022-2023	2023-2024	2023-2024	% OF
			JULY-FEB	BUDGET	THRU 02/29/24	BUDGET
<i>SPECIAL SERVICES</i>	\$ 53,122	\$ 90,916	\$ 38,886	\$ 89,200	\$ 53,808	60%
<i>STATE AUDIT</i>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<i>WEARING APPAREL</i>	\$ 2,394	\$ 2,395	\$ 1,730	\$ 2,530	\$ 1,552	61%
<i>PRIMACY FEE</i>	\$ 2,895	\$ 2,715	\$ 2,715	\$ 3,000	\$ 2,837	95%
<i>BAD DEBT</i>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<i>Exceleron</i>	\$ -	\$ -	\$ -	\$ 22,800	\$ 15,077	66%
<b>Total Miscellaneous</b>	\$ 89,957	\$ 123,592	\$ 65,684	\$ 149,506	\$ 94,203	63%
<b>UTILITIES</b>						
<i>UTILITIES-ELECTRIC</i>	\$ 107,901	\$ 154,814	\$ 101,319	\$ 178,592	\$ 107,559	60%
<i>UTILITIES-SEWER</i>	\$ 1,560	\$ 2,853	\$ 1,527	\$ 3,535	\$ 4,571	129%
<i>UTILITIES-WATER</i>	\$ 1,464	\$ 2,225	\$ 1,380	\$ 2,794	\$ 2,923	105%
<i>UTILITIES-TELEPHONE</i>	\$ 1,656	\$ 2,466	\$ 1,461	\$ 3,295	\$ 1,814	55%
<b>Total Utilities</b>	\$ 112,580	\$ 162,359	\$ 105,687	\$ 188,216	\$ 116,867	62%
<b>CAPITAL IMPROVEMENTS</b>						
<i>1/2 COP PAYMENT NOVEMBER</i>	\$ 238,014	\$ 243,056	\$ 243,056	\$ 243,056	\$ 247,428	102%
<i>1/2 COP PAYMENT MAY</i>	\$ 60,496	\$ 57,904	\$ -	\$ 62,734	\$ -	0%
<i>One Ton Hoist</i>	\$ -	\$ 1,339	\$ 1,339	\$ -	\$ -	0%
<i>GRINDER PUMP STATION REPAIRS</i>	\$ 107,427	\$ -	\$ -	\$ -	\$ -	0%
<i>HWY 19 SOUTH EXTENSION</i>	\$ 65,859	\$ -	\$ -	\$ -	\$ -	0%
<i>SLUDGE BLANKET SCADA MONITORS</i>	\$ 32,250	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Cap Improvements</b>	\$ 504,046	\$ 302,299	\$ 244,395	\$ 305,790	\$ 247,428	81%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,091,777</b>	<b>\$ 975,410</b>	<b>\$ 638,795</b>	<b>\$ 1,054,661</b>	<b>\$ 697,431</b>	<b>66%</b>
REVENUE OVER/(UNDER) EXPENDITURES	\$ (181,000)	\$ 97,089	\$ 51,200	\$ 68,801	\$ 40,229	
OTHER SOURCES	\$ 195,000	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ 14,000	\$ -	\$ -	\$ 67,408	\$ -	0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 0</b>	<b>\$ 97,089</b>	<b>\$ 51,200</b>	<b>\$ 1,392</b>	<b>\$ 40,229</b>	

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b><u>521-SEWER D &amp; R FUND</u></b>						
<b><u>REVENUES</u></b>						
<b>OTHER</b>						
ENGINEERING GRANT	\$ -	\$ -	\$ -	\$ 892,000	\$ 117,624	0%
<b>Total Other</b>	\$ -	\$ -	\$ -	\$ 892,000	\$ 117,624	0%
<b>MISCELLANEOUS</b>						
SUPER NOW INTEREST	\$ 263	\$ 5,229	\$ 1,743	\$ 5,376	\$ 5,673	106%
CD INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>Total Miscellaneous</b>	\$ 263	\$ 5,229	\$ 1,743	\$ 5,376	\$ 5,673	106%
<b>RESERVES FROM PRIOR YEAR</b>	\$ 194,737	\$ -	\$ -	\$ 74,851	\$ 44,375	0%
<b>TOTAL REVENUES</b>	<b>\$ 195,000</b>	<b>\$ 5,229</b>	<b>\$ 1,743</b>	<b>\$ 972,227</b>	<b>\$ 167,672</b>	<b>17%</b>
<b><u>EXPENDITURES</u></b>						
<b>MAINTENANCE</b>						
<b>Total Maintenance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>CAPITAL IMPROVEMENTS</b>						
I/I EVALUATION- ENGINEERING FEES				\$ 72,850	\$ -	0%
Sewer Upgrades- Phase 2- ARPA GRANT				\$ 850,505	\$ 118,800	0%
HYDROVAC TRUCK				\$ 48,872	\$ 48,872	0%
<b>Total Cap Improvements</b>	\$ -	\$ -	\$ -	\$ 972,227	\$ 167,672	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 972,227</b>	<b>\$ 167,672</b>	<b>0%</b>
REVENUE OVER/(UNDER) EXPENDITURES	\$ 195,000	\$ 5,229	\$ 1,743	\$ -	\$ 0	
OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	0%
OTHER USES	\$ 195,000	\$ -	\$ -	\$ -	\$ -	0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 0</b>	<b>\$ 5,229</b>	<b>\$ 1,743</b>	<b>\$ -</b>	<b>\$ 0</b>	

	2021-2022 ACTUAL	2022-2023 ACTUAL	YTD 2022-2023 JULY-FEB	2023-2024 BUDGET	YTD 2023-2024 THRU 02/29/24	% OF BUDGET
<b><u>522-SEWER RESERVE FUND</u></b>						
<b><u>REVENUES</u></b>						
<b>OTHER</b>						
Total Other	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>MISCELLANEOUS</b>						
<i>SUPER NOW INTEREST</i>	\$ 94	\$ 3,134	\$ 1,045	\$ 2,555	\$ 2,871	112%
Total Miscellaneous	\$ 94	\$ 3,134	\$ 1,045	\$ 2,555	\$ 2,871	112%
<b>RESERVES FROM PRIOR YEAR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL REVENUES</b>	<b>\$ 94</b>	<b>\$ 3,134</b>	<b>\$ 1,045</b>	<b>\$ 2,555</b>	<b>\$ 2,871</b>	<b>112%</b>
<b><u>EXPENDITURES</u></b>						
<b>CAPITAL IMPROVEMENTS</b>						
Total Cap Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
REVENUE OVER/(UNDER) EXPENDITURES	\$ 94	\$ 3,134	\$ 1,045	\$ 2,555	\$ 2,871	
OTHER SOURCES	\$ 14,000	\$ -	\$ -	\$ 67,408	\$ -	0%
OTHER USES						0%
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	<b>\$ 14,094</b>	<b>\$ 3,134</b>	<b>\$ 1,045</b>	<b>\$ 69,963</b>	<b>\$ 2,871</b>	
Beginning Fund Balance:				\$ 108,672	\$ 108,672	
Ending Fund Balance:				\$ 178,635	\$ 111,543	
Reserve Goal:				\$ 272,944		
Over/(Short)				\$ (94,309)		

**FISCAL YEAR 2023-2024 ACTUALS (as of 02/29/2024)**

**SUMMARY OF REVENUES & EXPENSES**

<b><u>Fund</u></b>	<b><u>Beginning Bal</u></b>	<b><u>Revenues</u></b>	<b><u>Expenses</u></b>	<b><u>Xfers In</u></b>	<b><u>Xfers Out</u></b>	<b><u>Ending Balance</u></b>
501-ELECTRIC FUND	412,442	5,329,066	3,923,187	-	572,463	1,245,858
502-ELECTRIC D & R FUND	78,151	2,390	52,532	-	-	28,009
503-ELECTRIC RESERVE FUND	753,598	27,057	-	272,463	-	1,053,118
510-WATER FUND	736,051	600,508	562,874	-	-	773,685
511-WATER D & R FUND	210,299	131,126	174,472	-	-	166,953
512-WATER RESERVE	710,131	22,989	-	-	-	733,120
520-SEWER FUND	181,488	737,660	697,431	-	-	221,717
521-SEWER D & R	181,294	123,297	167,672	-	-	136,919
522-SEWER RESERVE FUND	108,672	2,871	-	-	-	111,543
TOTAL ALL FUNDS	<b>\$ 3,372,125</b>	<b>\$ 6,976,964</b>	<b>\$ 5,578,168</b>	<b>\$ 272,463</b>	<b>\$ 572,463</b>	<b>\$ 4,470,922</b>

\*\*As of 2/29/2024 (Pending Transfers & Adjustments)

**2023-2024 SUMMARY- COST OF POWER (rolling 12 months)**

<b>2022-2023</b>	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	JAN to JAN
	<b>January</b>	<b>February</b>	<b>March</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>Dec</b>	<b>Jan</b>	
<b>CAPACITY</b>														
<b>Peak Demand (MW)</b>	10.9	10.3	8.9	6.8	8.7	12.3	12	12.7	10	8.7	8.7	9.1	12.9	
Day	30	1	13	6	31	29	28	21	4	2	1	8	14	
Hour	18	9	10	9	17	17	16	16	15	17	9	19	18	
<b>Demand Costs</b>														
Billed Demand (kW)	13,900	13,900	13,900	13,900	13,900	13,900	13,900	13,900	13,900	13,900	13,900	12,300	12,900	
Wholesale Demand Charge (\$/kW)	9.0919	10.4211	9.5566	9.6892	11.1092	10.5085	11.2721	10.6562	11.3036	11.2028	11.2083	11.3890	11.3418	
<b>Wholesale Demand Costs (\$)</b>	\$ 126,377.19	\$ 144,853.21	\$ 132,836.82	\$ 134,680.38	\$ 154,418.13	\$ 146,068.26	\$ 156,681.55	\$ 148,120.78	\$ 157,119.58	\$ 155,718.86	\$ 155,795.88	\$ 140,084.18	\$ 146,309.45	
<b>ENERGY</b>														
<b>Energy Costs</b>														
Billed Energy & Losses (/kWh)	5,813,203	4,872,780	5,008,563	3,825,250	4,129,130	4,859,833	5,666,185	5,611,401	4,314,026	4,025,768	4,501,918	5,279,273	6,795,356	64,702,686
Billed Energy & Losses (\$/kWh)	0.027870	0.026290	0.021994	0.018773	0.022811	0.027868	0.028896	0.032717	0.026197	0.022997	0.026437	0.024773	0.046209	
<b>Wholesale Energy Costs (\$)</b>	\$162,013.97	\$128,105.39	\$110,158.33	\$71,811.42	\$94,189.58	\$135,433.83	\$163,730.08	\$183,588.21	\$113,014.54	\$92,580.59	\$119,017.21	\$130,783.43	\$314,006.61	
<b>POWER</b>														
<b>Wholesale Capacity &amp; Energy Costs (\$)</b>	\$288,391.16	\$272,958.59	\$242,995.16	\$206,491.80	\$248,607.71	\$281,502.09	\$320,411.63	\$331,708.98	\$270,134.12	\$248,299.45	\$274,813.09	\$270,867.61	\$460,316.06	
<b>All-in Costs (\$/kWh)</b> (does not include local transmission)	0.049610	0.056017	0.048516	0.053981	0.060208	0.057924	0.056548	0.059113	0.062618	0.061678	0.061044	0.051308	0.067740	
<b>LOCAL TRANSMISSION</b>														
<b>Peak (KW)</b>	10,901.4	10,302.1	8,930.8	8,770.6	8,770.6	12,261.0	12,053.2	12,696.2	10,057.9	8,685.7	8,647.7	9,045.1	12,883.1	
<b>Transmission Rate (\$/kW)</b>	4.98	4.98	4.98	5.02	5.02	5.02	5.02	5.02	5.02	5.02	5.02	5.02	5.02	
<b>Total Transmission Cost (\$)</b>	\$54,288.97	\$51,304.46	\$44,475.38	\$44,028.41	\$44,028.41	\$61,550.22	\$60,507.06	\$63,734.92	\$50,490.66	\$43,602.21	\$43,411.45	\$45,406.40	\$64,673.16	
<b>FEBRUARY RELIEF</b>														
<b>Relief Payment</b>	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	\$19,572.57	
<b>Sikeston and AECI True-Up</b>	\$7,060.51	\$0.00	\$0.00	\$0.00					\$21,485.77	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Reserve Funding</b>							\$13,967.00	\$13,967.00	\$13,967.00	\$13,967.00	\$13,967.00	\$13,967.00	\$13,967.00	
<b>TOTAL BILLED TO CITY</b>	\$369,313.21	\$343,835.62	\$307,043.11	\$270,092.78	\$312,208.70	\$362,624.88	\$414,458.27	\$428,983.48	\$375,650.12	\$325,441.24	\$351,764.11	\$349,813.59	\$558,528.79	\$ 4,769,758
<b>All-in Costs (\$/kWh)</b>	<b>\$0.063530</b>	<b>\$0.070563</b>	<b>\$0.061304</b>	<b>\$0.070608</b>	<b>\$0.075611</b>	<b>\$0.074617</b>	<b>\$0.073146</b>	<b>\$0.076449</b>	<b>\$0.087076</b>	<b>\$0.080840</b>	<b>\$0.078136</b>	<b>\$0.066262</b>	<b>\$0.082193</b>	<b>\$0.073718</b>
Change from prior year	(0.0486)	0.1248	(0.0472)	(0.1621)	0.1139	(0.1688)	0.0233	0.0537	0.1474	0.1676	0.0973	(0.2084)	0.2938	<b>2.703%</b>

## FY 2023-2024 (YTD) Residential vs Commercial

ELECTRIC						
	<u>Avg # Accts</u>	<u>KWH</u>		<u>Revenues</u>		<u>AVF</u>
Residential	2,097	17,176,465	\$	2,347,825	\$	134,216
commercial	492	18,521,859	\$	2,462,165	\$	46,240

WATER						
	<u>Avg # Accts</u>	<u>GALLONS</u>		<u>Revenues</u>		<u>BASE RATE</u>
Residential	1,821	50,232,801	\$	272,115	\$	88,962
commercial	359	34,415,755	\$	192,326	\$	18,144

SEWER						
	<u>Avg # Accts</u>	<u>GALLONS</u>		<u>Revenues</u>		<u>BASE RATE</u>
Residential	1,801	48,917,263	\$	462,335	\$	87,294
commercial	314	27,883,210	\$	236,500	\$	15,120
No Water Meters	8	-	\$	4,831	\$	-



2200 Maguire Blvd | Columbia MO 65201 | 573-445-3279 | MPOA.org

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**Missouri Electric Commission  
Mid-Missouri Municipal Power Energy Pool Committee (MMMPEP)**

Thursday, February 29, 2024  
10:00 AM

St Robert City Hall  
194 Eastlawn Ave Ste A, St Robert MO 65584

**AGENDA**

1. Call to order and welcome – J.T. Hardy, Chair
2. Consent
  - a. Approval of minutes from January 18, 2024
3. Updates/Reports
  - a. Financing Documentation Requests
4. Action Items
  - a. Power Supply and Administration Agreement Amendment
  - b. Exhibit M
  - c. Other
5. MMMPEP Closed Meeting
  - a. Approval of Closed Minutes from January 18, 2024
  - b. Contract Negotiations - Section 610.021 (12) RSMo.
6. Other Business
7. Adjournment

*Next Quarterly MEC Meeting: March 7, 2024 at 8:00 AM*  
MPUA Office & Training Center, Columbia, MO

The Missouri Electric Commission, MPOA Resource Services Corporation and/or the Missouri Gas Commission may go into closed session at this meeting if such action is approved by a majority vote of the members who constitute a quorum, to discuss legal actions, confidential or privileged communications, real estate matters, personnel matters, contract negotiations, trade secrets or security or computer systems, or any other matter permitted to be closed under Sections 610.021 et. seq., 417.450 et. seq. or 109.180 RSMo.



2200 Maguire Boulevard  
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## memo

TO: MMMPEP Committee  
FROM: MPOUA - MEC  
SUBJECT: Amended MMMPEP Supply Agreement  
DATE: February 15, 2024

MEC is in the process of closing on the purchase of 3.9% of Dogwood Energy Facility by May 31, 2024 for the benefit of MMMPEP. As part of this closing process, the rating agencies will be assigning a credit rating to the deal that is strongly weighted by the strength of the Power Supply and Administration Agreement between MEC and the MMMPEP members. MEC has received opinions from financial advisors that by strengthening the terms of the existing Agreement, additional savings can be realized.

If the credit rating for the current contract is determined to be below investment grade, then it is estimated that total debt service for the Dogwood financing would be approximately \$1.6 million higher than with the suggested amendments. Estimated individual member impacts for are shown below in Exhibit A. In addition to higher debt service, ratings fees would be more expensive, and the debt service coverage ratio and reserve funds would also be higher. Similar cost impacts would also be incurred for all future borrowings.

MEC staff's recommendation is to amend the Power Supply and Administration Agreement to incorporate the suggested amendments to improve the long-term value to MMMPEP. An outline of all suggested edits and reasoning is listed below in Exhibit B. The full redline agreement is also attached for your review.

This amendment will need approval by every member's governing body by mid-April to benefit the Dogwood purchase. Please have your city attorneys review the language and contact Terry Jarrett (573-415-8379) with questions. MEC will be scheduling an MMMPEP meeting on February 29th at 10:00 am in St. Robert (and virtual) to review the amendment and seek pool approval.



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# memo

## Exhibit A

	<b>Estimated Total Debt Service Impact by Member</b>
<b>Cabool</b>	\$92,450
<b>Cuba</b>	\$192,498
<b>Houston</b>	\$102,581
<b>Mansfield</b>	\$62,055
<b>Mt View</b>	\$103,848
<b>Newburg</b>	\$13,931
<b>Richland</b>	\$54,457
<b>Salem</b>	\$163,370
<b>Seymour</b>	\$73,453
<b>Steelville</b>	\$67,121
<b>St Robert</b>	\$238,090
<b>Sullivan</b>	\$330,540
<b>Willow Springs</b>	\$101,315
<b>Winona</b>	\$34,194
<b>TOTAL</b>	\$1,629,904



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# memo

## **Exhibit B Summary of Edits Amended MMMPEP Agreement**

Introduction—updated date to 2024.

Section 1.11—specifies that Direct Costs shall also include any Replacement Cost credits provided by MEC to any City pursuant to Section 6.3.

Section 2.2—updated date to 2024.

Section 2.3—clarifies that a city can terminate the Agreement upon 5 years notice.

Section 3.1—removes the “take and pay” language to remove any perception that this is a take and pay Agreement.

Section 5.4—corrects a cross reference to another section in the Agreement.

Section 5.9—changes “extra” costs to “extraordinary” costs to be consistent with section 9.2.

Section 6.3—clarifies that a City’s payment is for Direct Costs, which is defined in the Agreement, instead of the vague term “services hereunder.”

Section 6.4—clarifies that under this Full Requirements Agreement, a City is obligated to pay for Full Requirements service, regardless of whether it receives such service.

Section 17.1—adds “opinions” to the types of data and documents a City must furnish to MEC to satisfy creditworthiness or to support MEC’s financings.

Section 17.3—new section that requires Cities to provide such financial information and operating data, as MEC is required by contract to obtain from its members and/or which MEC needs to fulfill is continuing disclosure undertakings entered in connection with MEC’s financings.

Section 18.1—corrects a defined term.

Section 20.2—corrects a cross reference to another section in the Agreement.

Exhibit M

MMMPEP Member	Coincident Peak	Member's Proportionate Share
Cabool	7.3	5.7%
Cuba	15.2	11.8%
Houston	8.1	6.3%
Mansfield	4.9	3.8%
Mt View	8.2	6.4%
Newburg	1.1	0.9%
Richland	4.3	3.3%
Salem	12.9	10.0%
Seymour	5.8	4.5%
Steelville	5.3	4.1%
St Robert	18.8	14.6%
Sullivan	26.1	20.3%
Willow Springs	8	6.2%
Winona	2.7	2.1%
<b>MMMPEP Total</b>	<b>128.7</b>	<b>100%</b>
<i>Dated 2/29/2024</i>		

**Power Supply and Administration Agreement**  
**among**  
**Missouri Joint Municipal Electric Utility Commission**  
**and**  
**Members of the Mid-Missouri Municipal Power Energy Pool**

This Power Supply and Administration Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and among Missouri Joint Municipal Electric Utility Commission, d/b/a Missouri Electric Commission (“MEC”), a body public and corporate of the State of Missouri and the MEC member Cities that are signatories to this Agreement and listed in Exhibit A.

WITNESSETH:

WHEREAS, MEC is a joint municipal utility commission formed and operated in accordance with Sections 393.700 to 393.770 of the Revised Statutes of the state of Missouri (“RSMo”); and

WHEREAS, MEC was formed for the purpose of procuring electric energy and capacity and transmission service for the benefit of, and pursuant to the governance and direction of, MEC’s members; and

WHEREAS, each City is a Missouri municipality and a member of MEC; and

WHEREAS, the objectives of this Agreement are, through joint planning, central dispatching, joint power purchases, and effective coordination with other power pools and utilities:

- a. To provide the means for an adequate full-requirements power supply for the Cities in conformance with proper standards of reliability and safety;
- b. To provide the means for optimal use of generation and transmission facilities resulting in the efficient use of resources;
- c. To attain maximum practicable economy to the Cities, including seeking economies of scale achievable only through group action, and when requested by the MMMPEP Committee and approved by MEC’s Board of Directors, MEC’s long-term commitment to participation in projects on behalf of the MMMPEP Committee, consistent with proper standards of reliability and safety, and to provide for equitable sharing of the resulting benefits, risks and costs; and

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

## **ARTICLE ONE: DEFINITIONS**

1.1 Agreement shall mean this Power Supply and Administration Agreement among the Cities and MEC.

1.2 Balancing Authority shall mean the responsible entity, recognized by NERC, that integrates resource plans ahead of time, maintains load-interchange-generation balance within a particular area, and supports interconnection frequency in real time.

1.3 Board of Directors shall mean the Board of Directors of MEC as provided for in the Joint Contract and Bylaws.

1.4 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State of Missouri.

1.5 Bylaws shall mean the bylaws of MEC approved by the Board of Directors as they may be amended by it from time to time.

1.6 Cancellation occurs when a Party or Parties put an end to the Agreement for breach by another Party or Parties.

1.7 Central Prevailing Time, or CPT, shall mean Central Daylight Savings Time or Central Standard Time, as then being observed in Missouri.

1.8 City shall mean a MEC member that has executed this Agreement, either as an original party or by joinder in the form of Exhibit F, and that is named in Exhibit A.

1.9 City's Percentage shall mean, for each City, its contribution to the most recent aggregate annual coincident peak of the Cities, subject to adjustment pursuant to Article Ten.

1.10 Demand shall have the meaning assigned to it in Section 14.4(a).

1.11 Direct Costs shall mean all costs MEC incurs in connection with acquiring, providing, arranging or financing the provision of Full Requirements Service hereunder, including without limitation all payments MEC is required to make (including reserves and debt service coverages MEC is required to maintain pursuant to any bond indenture, financing lease or loan-agreement) under contractual and/or financial commitments and obligations entered into by MEC in order to procure, deliver, or finance resources intended to provide Full Requirements Service, without regard to whether any particular resource is available to or used by any particular City. Direct Costs shall include all delivery-related costs incurred under transmission agreements and/or under FERC-

approved transmission tariffs, to the extent such costs are associated with MEC's provision of Full Requirements Services hereunder; such costs shall include, without limitation, costs of transmission service and/or acquiring transmission facilities, ancillary services, service provided over distribution facilities, transmission and distribution losses, financial transmission rights, administrative charges and/or congestion management charges assessed by transmission providers, and costs incurred by MEC in centralized energy markets, as all such relate to the provision of Full Requirements Services for MMMPEP. Direct Costs shall also include amounts required to fund MMMPEP capital and/or operating reserves as established from time to time by the MMMPEP Committee and included in annual budgets approved by MEC. Direct Costs shall also include any Replacement Cost credits provided by MEC to any City pursuant to Section 6.3.

1.12 Effective Date shall mean the date set forth in the preamble.

1.13 Event of Default shall have the meaning assigned to it in Section 15.

1.14 FERC shall mean the Federal Energy Regulatory Commission or its successor.

1.15 Force Majeure shall mean causes beyond the control of the Party affected, which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight in accordance with Good Utility Practice, including, but not limited to, storm, flood, lightning, earthquake, fire, explosion, damage to facilities upon which performance is dependent, failure of manufacturers to make scheduled deliveries of equipment, act of the public enemy, sabotage, civil disturbance, labor disturbance, strike, impact of war or mobilization, national emergency, pandemic, law, regulation, restraint or order by court or by public authority.

1.16 Full Requirements Service shall mean the capacity and energy and related products sold by MEC and purchased by each City hereunder, as described in Section 3.1.

1.17 Good Utility Practice shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be an acceptable practice, method, or act generally accepted in the region, consistent with applicable legislation, rules, regulations, and safety standards.

1.18 Governmental Authority shall mean any applicable federal, state, county or other government, quasi-government or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof. For the avoidance of doubt, NERC and its regional entities shall be deemed Governmental Authorities for purposes hereof.

1.19 Joint Contract shall mean that contract dated as of May 1, 1979 and amended from time to time, by and among municipalities of the State of Missouri, which established MEC to serve its members through joint action.

1.20 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

1.21 MEC is the fictitious trade name of the Missouri Joint Municipal Electric Utility Commission, created by all MEC members through the Joint Contract as a separate governmental entity for various reasons and purposes including those named in the Recitals, and for all reasons as allowed in the Joint Contract and the Joint Municipal Utility Commission Act of Missouri.

1.22 MMMPEP shall mean the Mid-Missouri Municipal Power Energy Pool.

1.23 MMMPEP Committee shall mean the committee established pursuant to Article Eleven of this Agreement.

1.24 NERC shall mean the North American Electric Reliability Corporation.

1.25 Party shall mean MEC or a City; Parties shall mean two or more of MEC and/or the Cities, or MEC and all of the Cities, as the context requires.

1.26 Payment Default shall have the meaning assigned in Section 15.1(a).

1.27 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.28 Point(s) of Delivery shall mean the point(s) for each City where the City agrees to receive its energy, and MEC agrees to deliver that energy. The specific Point(s) of Delivery for each City are shown on Exhibit A.

1.29 Projected Peak Load shall mean a reasonable estimate of a City’s greatest rate of need for electricity taking into account prior years’ actual peaks, expected changes in customer usage, and anticipated conditions, in accordance with Good Utility Practice.

1.30 PURPA shall mean the Public Utility Regulatory Policies Act of 1978, as amended.

1.31 Replacement Cost means the actual cost incurred by a City, acting in a commercially reasonable manner, for the purchase of energy delivered at the Point of Delivery as a replacement for any Full Requirements Service not delivered by MEC where such non-delivery is unexcused, plus costs reasonably incurred by the City in purchasing such substitute product; provided, however, in no event shall the Replacement

Cost include any penalties, ratcheted demand or similar charges.

1.32 Resource Obligations shall mean MEC's financial, power-supply, fuel-supply, delivery-related and other obligations related to long-term resources which were entered into by MEC for the benefit of the MMMPEP Committee and the Cities, including long-term contracts, financial transmission rights, and owned generating or transmission facilities. To qualify as a Resource Obligation under this Agreement, MEC's financial, power-supply, fuel-supply delivery-related and/or other obligations in connection with a resource must (a) be for an initial period of two years or longer, and (b) not be subject to automatic reduction or abatement commensurate with loss of Cities. Resource Obligations shall include all capitalized equipment and software acquired by MEC in connection with the provision of Full Requirements Services hereunder for which MEC will recover costs over a period of more than five years, and all related contracts entered into for a period of more than five years.

1.33 Sale Agreement shall mean an agreement between MEC and any purchaser of wholesale capacity, energy, and/or ancillary services which is used by MEC to dispose of energy and/or capacity that was committed under a Supply Agreement but is determined to be excess to the resources needed to provide Full Requirements Service to the Cities hereunder for some period pursuant to Section 4.4. For the avoidance of doubt, "Sale Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC pursuant to Section 4.4 as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.34 Supply Agreement shall mean an agreement between MEC and any supplier of wholesale capacity, energy, and/or ancillary services which is used by MEC to provide Full Requirements Service to some or all of the Cities hereunder. For the avoidance of doubt, "Supply Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC (in support of its provision of Full Requirements Service to the Cities) as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.35 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.36 Termination occurs when a Party or Parties, pursuant to a power created by agreement or law, puts an end to the Agreement other than for its breach.

1.37 Transfer shall have the meaning assigned to it in Section 13.1.

1.38 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Thirteen.

1.39 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Thirteen.

1.40 Transmission Provider shall mean any owner or operator of transmission facilities over which capacity and energy are to be transmitted for the purposes contemplated in this Agreement.

1.41 Transmission Service Agreement shall mean any contract entered into by MEC to obtain transmission service from a Transmission Provider for purposes of delivering capacity and energy under this Agreement.

1.42 True-Up Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) and (b) the maximum rate permitted by applicable law. In applying the True-Up Interest Rate, interest shall be compounded daily.

## **ARTICLE TWO: TERM**

2.1 Commencement of Term. This Agreement shall be effective and binding as of the applicable Effective Date.

2.2 Commencement of Full Requirements Service. The Agreement shall commence (i) for each City that is an original signatory to this Agreement, at the hour ending 0100 CPT on \_\_\_\_\_, 2024, and (ii) for each City that subsequently becomes a Party hereto at the hour ending 0100 CPT on the date set forth for such City in its joinder per Exhibit F.

2.3 Termination/Cancellation. This Agreement will continue in effect until terminated or canceled as follows by MEC, or by all Cities:

- (a) A City may terminate this Agreement as to its participation upon no less than five (5) years’ written notice.
- (b) MEC may cancel this Agreement upon no less than ninety (90) days written notice with respect to a particular City who fails to maintain MEC membership.
- (c) The Cities or MEC may cancel this Agreement upon the occurrence of an Event of Default by a City or by MEC pursuant to Section 15.1 of this Agreement.

2.4 Termination of Prior Agreements. This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement.

## **ARTICLE THREE: FULL REQUIREMENTS SERVICE**

3.1 During the Agreement, MEC agrees to provide, and each City agrees to utilize, Full Requirements Service. For each City, Full Requirements Service consists of (a) all capacity and energy needed by the City to supply all of the electrical needs of its retail customers and any internal use by the City (except as expressly provided in Sections 5.2 and 6.2), including transmission and distribution losses, (b) any transmission and ancillary services needed to deliver such capacity and energy to the Transmission Provider, and (c) service over transmission and distribution facilities and related ancillary services, necessary for delivery of energy to the City at the Point(s) of Delivery. All electric energy delivered under this Agreement shall be of the character commonly known as three-phase, sixty-cycle energy and shall be delivered by MEC at the nominal voltage(s) at the Point(s) of Delivery to the City.

3.2 MEC shall have no obligation to provide any service the City may require on the distribution side of the Point(s) of Delivery for the City.

3.3 MEC and the Cities agree that MEC shall continue operating under the Joint PURPA Implementation Plan, as approved in FERC Docket EL18-132-000, and attached as Exhibit O to this Agreement.

#### **ARTICLE FOUR: MEC'S OBLIGATIONS**

4.1 The MEC Board of Directors hereby authorizes the President and CEO, and that person's designees to carry out MEC's responsibilities as set forth in this Agreement.

4.2 MEC shall, from time to time in accordance with Good Utility Practice (which may include spot purchases), enter into other Supply Agreements to obtain such additional products (including but not limited to capacity, peaking energy, and/or baseload and intermediate Supply Agreements for later periods of the Agreement) as are necessary to enable MEC to provide Full Requirements Service throughout the Agreement. Some of these Supply Agreements may be entered into prior to the commencement of the Agreement, although certain Supply Agreements will not be entered into until after the Agreement has started. To the extent reasonably practicable given limits on a seller's willingness to hold open an offer, MEC shall seek the approval of the MMMPEP Committee for Supply Agreements with a duration of one year or longer.

4.3 During the Agreement, MEC shall use commercially reasonable efforts to obtain replacement products to avoid or mitigate the effects of any interruptions or curtailments of service under Supply Agreements or Transmission Service Agreements.

4.4 During the Agreement, MEC shall use commercially reasonable efforts to enter into Sale Agreements to dispose of excess energy and/or capacity committed under Supply Agreements for such periods in which Cities' aggregate load is expected to be less than such committed energy and/or capacity. MEC shall credit all revenues from such sales to the Cities, thereby mitigating the effects of excess supply. However, Cities shall be responsible for all costs incurred by MEC in connection with making such sales and shall remain responsible for all costs under the Supply Agreements (including any penalties or damages for failure to receive) to the extent such costs exceed net revenues

from MEC's sales. Any proposed Sale Agreement with a duration of one year or longer shall be subject to the approval of the MMMPEP Committee.

4.5 MEC shall arrange for transmission service on the Transmission Provider systems and ancillary services, as necessary to support delivery of energy to the Cities at their Points of Delivery.

4.6 During the Agreement, MEC shall provide day-to-day energy management services such as scheduling and tagging of energy deliveries under the Supply Agreements, and administrative services such as support to the MMMPEP Committee, review and payment of invoices under Supply Agreements and Transmission Service Agreements, and invoicing and receiving payments from the Cities for Full Requirements Service. MEC may arrange for certain of these services to be provided by third parties.

4.7 In performing its duties hereunder, MEC shall at all times act in accordance with Good Utility Practice and with the express directions of the MMMPEP Committee (provided, however that MEC shall not be required to follow any such directions that would require MEC to violate Good Utility Practice, applicable requirements of any Governmental Authority, or the terms of any Supply Agreement, Transmission Service Agreement, or applicable tariff).

4.8 In any future Transmission Service Agreement, MEC will seek to include language giving MEC the right to assign its rights and obligations under that agreement to any City upon termination of this Agreement between MEC and the City, consistent with the provisions of Section 25 of the current Transmission Service Agreement between MEC and Transmission Provider.

4.9 Upon termination or conclusion of service under this Agreement to a City, unless MEC will continue to provide wholesale power to the City under a new agreement, (a) MEC shall exercise its right under MEC's Transmission Service Agreement to assign MEC's rights and obligations under the Transmission Service Agreement to such City (or, at the request of the City, to the City's new wholesale supplier), and (b) the City shall accept such assignment (or require its new wholesale supplier to accept such assignment).

## **ARTICLE FIVE: CITIES' OBLIGATIONS**

5.1 Each City shall, throughout the Term, be a member in good standing of the Missouri Association of Municipal Utilities, and a member of MEC (*i.e.*, a signatory to the Joint Contract).

5.2 No City may buy power from any other Person or operate (or allow operation of) any electrical generator(s) for peak shaving on its system during the Agreement. A City may, during the Term, buy power from any other Person or operate (or allow operation of) any electrical generator(s) only in the event of, and only to the extent of, (i) the failure or inability of MEC to deliver power hereunder, (ii) the City's inability to receive deliveries from MEC due to outage conditions on the City's side of the Point of Delivery, (iii) periodic testing of emergency generators to ensure that they will be available to the City when needed, or (iv) a legal requirement to purchase renewable or

other power pursuant to (A) a state or federal renewable portfolio standard that imposes greater demands on the City than can be met through the Supply Agreements, (B) Section 386.890, RSMo., or any successor law, (C) PURPA, but only to the extent that FERC has not granted waiver of the City's PURPA purchase obligation as described in Section 3.3, or (D) or any state or federal law that MEC or City is legally obligated to comply with, and no applicable exemption, exception or other process to remove or lessen the burden of compliance. Any City subject to a legal requirement to purchase renewable or other power in excess of 100 kW capacity shall provide as much notice as possible to MEC and the MMMPEP Committee of its expected purchase requirement and shall coordinate with MEC in negotiating arrangements with the proposed seller of the power. A local renewable energy requirement adopted by a City itself shall not qualify as a legal requirement hereunder. A local ordinance that is necessary to carry out state or federal requirements shall not violate this provision. Disclosing the availability of net metering to customers to comply with state or federal law shall not violate this provision.

5.3 Each City shall, in a timely fashion, make all arrangements necessary for any service the City may require on the distribution side of its Point(s) of Delivery. Each such City shall bear all costs of such arrangements, including without limitation any penalties or damages owed as a result of any interruptions or curtailments of distribution service thereunder.

5.4 If any City wishes to make any changes to or to replace its Point(s) of Delivery, or to add an additional Point of Delivery, it may request MEC to seek such changes under the applicable Transmission Service Agreement. The City shall be obligated to pay all costs of such modifications or new Point(s) of Delivery. Once completed, any such changes shall be reflected on a revised Exhibit A. Notwithstanding Section 11.8, such modifications to Exhibit A shall be made by agreement solely as between MEC and the affected City.

5.5 Each City whose load for purposes of this Agreement is measured by metering equipment owned by a Person other than the Transmission Provider, MEC or the City itself shall ensure that such metering equipment is maintained and periodically tested consistent with the requirements set forth in Section 8.2.

5.6 Prior to the commencement of the Agreement, each City shall make the necessary arrangements to enable MEC to receive from Transmission Provider a real-time signal of City's load. To the extent that the necessary metering equipment, phone circuit and remote terminal unit equipment are not already in place to allow transmission of a real-time signal for a given City, that City shall be responsible for the installation of such facilities at its own cost.

5.7 Each City shall develop jointly with MEC a forecast of the City's Projected Peak Load for each year of the Agreement, and shall promptly advise MEC of any known or expected significant change in its load. The Cities acknowledge that MEC will enter into Supply Agreements and Sale Agreements in reliance on such Projected Peak Load forecasts.

5.8 Each City shall promptly advise MEC of any planned changes to its system

which may require modifications in any Supply Agreement(s) or Transmission Service Agreement(s), or affect the level or nature of the Full Requirements Service to be provided by MEC hereunder. Without limitation, each City shall coordinate with MEC prior to implementing any proposed demand response or net metering program, and all such programs shall be subject to review by the MMMPEP Committee and the provisions of Section 5.2.

5.9 Each City shall operate and maintain its electric system in good repair in accordance with Good Utility Practice, and shall control voltage and power factor on its system to within tolerances established by the applicable Balancing Authority. No City may operate its system in a manner inconsistent with its own or MEC's obligations for load control and power factor under Transmission Service Agreements, or any other applicable requirements to which MEC or the City is subject. In the event MEC incurs extraordinary costs as a result of a City's failure to operate its system in accordance with these requirements, such extraordinary costs shall be billed to and paid by the City, in accordance with Section 9.1.

5.10 Each City shall establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility, and all other operating expenses of City's electric system. MEC shall, upon request of a City, perform or cause to be performed studies of the City's revenues and potential methods of ensuring the City's ability to satisfy this obligation. If such study is requested and performed, MEC may charge, and the City shall pay, all actual costs incurred in the development and delivery of the study.

5.11 The obligations of each City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by a City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. No City shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No City may issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

5.12 No City may sell at wholesale any of the electric power and energy delivered to it hereunder to any Person for resale by such Person.

5.13 No City shall sell, lease or otherwise dispose of all or substantially all of its electric system except on ninety (90) days' prior written notice to MEC (which notice shall be provided after obtaining required City voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the City shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the electric system and such purchaser or lessee shall assume all obligations of the City under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, MEC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on

which power and energy are to be sold hereunder by MEC to such purchaser or lessee; (iii) the senior debt of such purchaser or lessee shall be rated in one of the four highest whole rating categories by at least one nationally recognized bond rating agency; (iv) MEC shall have received an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by MEC stating that such sale, lease or other disposition will not adversely jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any ruling as promulgated thereunder or as affected by a decision of any court of competent jurisdiction; (v) opinions shall be obtained from counsel for assignee and counsel for MEC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No City may take any action the effect of which would be to prevent, hinder or delay MEC from the timely fulfillment of its obligations under this Agreement, any outstanding bonds or any bond resolution of MEC.

5.14 No City may use or permit to be used any of the power and energy acquired under this Agreement in any manner or for any purpose or take any other action or omit to take any action which would jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

5.15 Nothing herein shall limit any City's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no City may issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable from the revenues derived from its electric system superior to the payment of the operating expenses of its electric system.

5.16 The Parties recognize that some or all of the Supply Agreements, and information obtained by MEC thereunder and provided to the Cities hereunder either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the Supply Agreements. Each City shall abide by all such restrictions on the use of confidential information it obtains hereunder. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable open-meeting laws.

5.17 Each City grants to MEC permission to install, maintain and operate, or cause to be installed, maintained and operated, on the City's premises, the necessary equipment, apparatus and devices required for the performance of this Agreement. Any and all equipment, apparatus, devices, and facilities, placed or installed, or caused to be placed or installed, by MEC on or in the premises of a City shall be and remain the personal property of MEC, regardless of the mode or manner of annexation or attachment to real property. Upon the termination of the Agreement (unless the City and MEC enter into a new agreement under which MEC will supply the City's energy requirements), (i) MEC shall have the right to enter upon the premises of the City and shall, within one year, remove or be fairly compensated, and (ii) if such equipment, apparatus, devices or

facilities are not removed within one year, they become the property of the City.

5.18 Each City shall cooperate with MEC and keep accurate records and accounts.

5.19 Each City, upon request by MEC, shall name MEC as its Aggregator of Retail Customers (“ARC”) for participation in any demand response programs, either as administered by a regional transmission organization, or any other market. No City shall name any third party as, or allow any third party to act as, an ARC for the City’s customers. Upon request by a majority of the Cities, MEC shall develop a demand response program(s) for the MMMPEP Cities, with such costs and benefits residing with the MMMPEP Cities.

## **ARTICLE SIX: FORCE MAJEURE; FAILURE TO DELIVER OR RECEIVE**

6.1 No Party shall be considered to be in breach or default in respect of any obligation hereunder, other than making a payment when due, if unable to fulfill such obligation by reason of Force Majeure. Any Party unable to fulfill any obligation by reason of Force Majeure shall exercise due diligence to remove such disability with reasonable dispatch.

6.2 Full Requirements Service under this Agreement shall be furnished by MEC and received by each City continuously except for interruptions or curtailments in service caused by (i) Force Majeure, (ii) MEC’s inability to provide replacement service in the event of interruption or curtailment of service by a seller under a Supply Agreement despite MEC’s commercially reasonable efforts under Section 4.3, (iii) operation of devices installed for system protection, (iv) the necessary installation, maintenance, repair and replacement of equipment, (v) exercise by any Transmission Provider of any interruption or curtailment authority under any applicable Transmission Service Agreement, or (vi) exercise by any distribution service provider of any interruption or curtailment authority under any applicable distribution service agreement with a City. Interruptions or reductions in service resulting from any of the causes listed in (i) through (vi) above shall not constitute a breach of this Agreement, and no Party shall be liable to any other Party for damages resulting therefrom. Except in case of an emergency, and to the extent such matters are within the knowledge and/or control of a Party, each Party shall give the other reasonable advance written notice of the temporary interruptions or curtailments in service necessary for such installation, maintenance, repair and replacement of equipment, and shall schedule such interruptions or curtailments so as to cause the least inconvenience to the Parties hereto.

6.3 If MEC fails to deliver Full Requirements Service to a City, the affected City shall nonetheless make payment to MEC for all Direct Costs based on its full metered load (grossed up for applicable transmission and distribution losses), provided, however, that if MEC’s failure is not excused pursuant to Section 6.2, MEC shall credit to the affected City an amount equal to its Replacement Cost on the next invoice following receipt of documentation from the affected City reasonably supporting the calculation of the Replacement Cost for each hour in which MEC had an unexcused failure to deliver Full Requirements Service. Such Replacement Cost credits will be included in MEC’s

costs of providing Full Requirements Service to be paid by all Cities.

6.4 If a City fails to receive Full Requirements Service for any reason , it shall nonetheless be obligated to make payment to MEC hereunder based on its full metered load (grossed up for applicable transmission and distribution losses) as though it had received such Full Requirements Service.

#### **ARTICLE SEVEN: TITLE, WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

7.1 Title to Full Requirements Service shall pass from MEC to each City at its Point(s) of Delivery. As between MEC and each City, (i) MEC shall be deemed to be in exclusive control of the Full Requirements Service from the point of generation to the Point(s) of Delivery, and (ii) the City shall be deemed to be in exclusive control of the Full Requirements Service at and from the Point(s) of Delivery.

**MEC WARRANTS TITLE TO ALL FULL REQUIREMENTS SERVICE DELIVERED HEREUNDER, AND SELLS SUCH FULL REQUIREMENTS SERVICE TO CITIES FREE FROM LIENS AND ADVERSE CLAIMS, TO THE POINT(S) OF DELIVERY. THIS IS MEC'S ONLY WARRANTY CONCERNING THE FULL REQUIREMENTS SERVICE PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. MEC DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CITIES (EXCEPT AS SET FORTH HEREIN) BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NO PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY ANY OTHER PARTY.**

#### **ARTICLE EIGHT: METERING**

8.1 All capacity and energy delivered by MEC hereunder shall be metered at the Point(s) of Delivery to each City. Subject to any requirements to which MEC and/or the City(ies) are subject under any applicable Transmission Service Agreement or generally applicable rules or regulations, metering and communications equipment, which may include but is not limited to hardware and software, shall be installed that will determine:

- (a) kilowatt-hours delivered to the City;
- (b) the kilowatt demand at the metering point provided by 30-minute interval recording demand type meters; and

- (c) kilovolt-ampere-hours reactive delivered to the City.

The metering and communications equipment shall provide sufficient information in a manner suitable for use in scheduling, dispatching, billing, forecasting and planning. If Good Utility Practice necessitates changes to the aforesaid equipment, such changes shall be made. Each City shall reimburse MEC any costs it incurs for equipment for City's Point(s) of Delivery.

8.2 All metering equipment owned by the Transmission Provider that is used to measure the provision of Full Requirements Service hereunder shall be maintained and tested in accordance with the provisions of the Transmission Service Agreement between MEC and the Transmission Provider. If MEC or any City owns metering equipment used to measure the provision of Full Requirements Service hereunder, such equipment shall be maintained by the owner thereof. The Party owning such meters shall make periodic tests and inspections of its meters at its own expense at intervals not greater than one year and shall advise the other Party (MEC or the City at whose Point of Delivery the meter is located, as the case might be) when tests are to be made so that the other Party may witness such tests if it desires. The Party conducting the test shall promptly forward the results of any test showing inaccuracy of more than two percent (2%) to the other Party. Following any meter test, the meter shall be left as close to 100% accurate as possible. Each Party will make additional tests of its meters at the request of the other Party, but the expense of such test will be borne by the Party requesting such test if the meter is found to be within two percent (2%) of accuracy. If any test shows that a meter is inaccurate by more than two percent (2%), the meter shall be calibrated, and a correction shall be made from the date reasonably determined to be the date at which the inaccuracy began. If that date cannot be reasonably determined, then the correction shall apply to the last half of the period since the latest test, but not more than six months preceding the test that reveals the inaccuracy. In the event that any metering equipment used to measure the provision of Full Requirements Service hereunder is owned by a distribution cooperative that provides service from the Point(s) of Delivery to a given City, the City shall ensure that its agreement with the distribution cooperative provides for maintenance and testing of the metering equipment in a manner as consistent as possible with the standards set forth in this Section 8.2.

## **ARTICLE NINE: COST RESPONSIBILITY**

9.1 Rates established by the MMMPEP Committee to the MMMPEP members shall include recovery of MEC's Direct Costs. Rates shall be established so as to charge each MMMPEP member its proportionate share of all Direct Costs associated with MEC's performance under the Agreement. Charges based on such rates shall be assessed and billed monthly and each MMMPEP member shall pay such charges as provided in Article Ten. Rates shall be reviewed at least annually and shall be adjusted to recognize variances between budgeted and actual costs no less frequently than six-month intervals. In the event that the MMMPEP Committee fails to establish rates in accordance with this Article Nine, MEC may establish rates as deemed necessary to prevent an event of default under any bond indenture, lease or loan agreement.

9.2 In addition to the charges set forth in Section 9.1, MEC will include in a City's monthly invoices any extraordinary costs that the City causes MEC to incur in connection with MEC's performance under this Agreement. MEC shall provide appropriate documentation to support any such charges if requested by the City.

9.3 The Cities acknowledge that the Direct Costs under the Supply Agreements and Transmission Service Agreements and other Direct Costs incurred by MEC in providing Full Requirements Service hereunder will vary from estimated costs provided by MEC to the Cities both prior to and after execution of this Agreement, and that MEC's provision of such estimates to the Cities shall not limit any City's obligation hereunder to pay its share of the Direct Costs.

## **ARTICLE TEN: BILLING AND PAYMENTS**

10.1 Each City shall pay its City's Percentage share of all Direct Costs, as and when incurred by MEC, in connection with arrangements to pseudo-tie the Cities' loads to the system of another Balancing Authority if such arrangements are necessary for the provision of ancillary services.

10.2 Charges for Full Requirements Service will be billed to each City each calendar month during the Agreement, based on MEC's projected costs (including budgeted administrative costs) and the City's projected usage reasonably expected for that month. MEC shall prepare and render such monthly invoices using the most current information available. MEC shall provide each monthly invoice by e-mail to each City on or before the fifth Business Day of the month.

10.3 Each City shall pay the invoiced amount by the 15<sup>th</sup> day of the month (provided, however, that no City shall have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to MEC's bank account in accordance with the instructions provided in writing by MEC. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

10.4 MEC shall include with each invoice a true-up statement and adjustment for the invoice two months prior. Each true-up will reconcile amounts invoiced and paid pursuant to cost and usage projections against actual costs and usage. Subsequent invoices may reflect additional true-ups based on adjustments to invoices rendered to (or revenues received by) MEC under the Supply Agreements, Sale Agreements, and/or Transmission Service Agreements, or to reflect budget adjustments or corrections regarding administrative costs. Any overpayments by City shall be credited to City, and any underpayments shall be added to the current invoice.

10.5 If a City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due with a written protest, submitted at the time of or subsequent to such payment, directed to MEC. Any such protest shall be subject to the limitations set forth in Section 10.7. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, together with interest at the True-Up Interest

Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

10.6 Not more than once a year, the Cities may collectively conduct an audit of (i) records maintained by MEC in connection with this Agreement, and (ii) all costs charged to the Cities hereunder. The costs of such audits shall be borne by the Cities, either directly or through reimbursement to MEC. MEC shall cooperate with one such audit in a given year, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

10.7 No challenge may be raised by a City with respect to the validity of costs incurred by MEC under the Supply Agreements or Transmission Service Agreements (or costs incurred or revenues received by MEC under Sale Agreements) except to the extent that MEC can in turn raise the challenge under the Supply Agreements, Sale Agreements or Transmission Service Agreements, and the resolution of any such challenge under those agreements shall be dispositive as between the Cities and MEC. Challenges relating to administrative costs shall be limited to claims of arithmetic errors.

10.8 If, pursuant to any Supply Agreement or Transmission Service Agreement, MEC receives any refunds (as opposed to credits against its monthly bills, which will simply reduce MEC's costs to be passed through to Cities hereunder), it shall promptly pay to each City an appropriate share of such refunds, based either on the City's energy usage for the applicable period of the refund, if the refunds relate to variable costs, or on the City's Percentage.

10.9 As soon as reasonably practicable following the end of the Agreement (or following termination as to an individual City), MEC shall issue invoices to the Cities as necessary to (i) true up charges previously invoiced and paid and (ii) obtain any necessary reimbursement of MEC's remaining payments under the Supply Agreements and Transmission Service Agreements, Direct Costs, and any other costs incurred by MEC in its performance of this Agreement. If the net amount of any invoice is owed by the City, it shall submit payment within ten (10) Business Days of receipt. If the net amount of any invoice is owed by MEC, it shall make payment at the time it issues the invoice. The Parties' obligations under this Section 10.9 shall survive termination of this Agreement.

## **ARTICLE ELEVEN: MMMPEP COMMITTEE**

11.1 The MMMPEP Committee shall determine policy on matters within the scope of this Agreement.

11.2 Each City shall designate a representative to serve on the MMMPEP Committee and one or more alternates authorized to act in the absence of the designated representative. Each such representative must be an employee or elected official of the City. The appointments to the MMMPEP Committee made by each City shall be identified by written notice to MEC. Each City may replace its representative or alternate(s) to the MMMPEP Committee at any time by written notice to MEC.

11.3 The President and CEO, or their designee shall be MEC's representative to

the MMMPEP Committee and shall act as Secretary to the MMMPEP Committee. MEC's representative shall not have a vote.

11.4 Authorized representatives or alternates present from a majority of the Cities at a duly noticed or regularly scheduled meeting of the MMMPEP Committee shall constitute a quorum.

11.5 Each City shall be entitled to one vote of equal weight through its representative or alternate in any vote of the MMMPEP Committee. A majority vote of all City representatives present will authorize any action or determination by the MMMPEP Committee. An action of the MMMPEP Committee shall be by a vote on a motion that has been seconded. The maker of the motion and of the second shall not be representatives of the same City.

11.6 The MMMPEP Committee shall select from its members a chair and vice chair who will each serve for such term as is designated by the MMMPEP Committee. Upon a vacancy or expiration of a term, the MMMPEP Committee shall select replacements.

11.7 The MMMPEP Committee shall meet at least annually and at such times as the chair may determine or as requested by three or more MMMPEP Committee representatives. The frequency of regular meetings may be revised from time to time by the MMMPEP Committee.

11.8 The MMMPEP Committee shall be the approving body for all exhibits added, modified, or deleted in this Agreement, except as otherwise provided in the exhibits.

## **ARTICLE TWELVE: LIABILITY AND INDEMNIFICATION**

12.1 Each City expressly agrees, to the fullest extent permitted by Missouri law, and without waiving any of its rights under the doctrine of sovereign immunity as to the claims of third parties, to indemnify, hold harmless and defend MEC against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of MEC's role as provider of Full Requirements Service hereunder, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of MEC or its employees acting within the course and scope of their employment.

12.2 To the fullest extent permitted by law, no Party shall be liable to any other Party for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

## **ARTICLE THIRTEEN: ASSIGNMENT**

13.1 Except as otherwise provided in this Article Thirteen, no Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits,

advantages, titles and interest in this Agreement, and any such Transfer in contravention of this Article Thirteen shall be null and void *ab initio*.

13.2 MEC shall Transfer its entire interest in this Agreement to any affiliate or other Person that succeeds to substantially all of MEC's business, including the Resource Obligations, Supply Agreements, and Transmission Service Agreements. MEC may also assign its interest in this Agreement to a trustee or other Person in connection with any financing undertaken by MEC. No other Transfer by MEC shall be permitted.

13.3 Each City shall Transfer its entire interest in this Agreement to any Person that acquires substantially all of the City's electric system, by purchase, lease or otherwise, pursuant to Section 13.4. No other Transfer by any City shall be permitted.

13.4 If a Party proposes to Transfer its interest in this Agreement pursuant to Section 13.2 or 13.3 (except where the Transfer is by MEC solely for financing purposes), then no less than 90 days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

13.5 As a condition precedent to any permitted Transfer hereunder:

- (a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and
- (b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

13.6 Notwithstanding anything in this Article Thirteen, no Transfer of this Agreement will be permitted if it would jeopardize the tax-exempt status of any bonds issued by MEC, or if it would violate the terms of any Supply Agreement or Transmission Service Agreement.

#### **ARTICLE FOURTEEN: DISPUTE RESOLUTION**

14.1 If a dispute (including a billing dispute permitted under Sections 10.5 and 10.7) arises between or among two or more of the Parties, arising out of or relating to this Agreement or any breach hereof or default hereunder, then the aggrieved Party(ies) may provide written notice thereof to the other Party(ies), including a detailed description of the subject matter of the dispute.

14.2 Representatives of the Parties involved in the dispute shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 14.1.

14.3 If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the affected Parties may mutually agree, then each Party involved in the dispute shall promptly designate its most senior executive

responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

14.4 If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 14.5, be resolved solely and exclusively by binding arbitration. The following arbitration procedures will be used absent agreement of the affected Parties to different procedures for a given arbitration:

(a) The dispute shall be finally settled by binding arbitration before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as modified herein. The Party or Parties seeking relief from one or more other Parties shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party(ies), the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Arbitration shall be held in Columbia, Missouri. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(c) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within thirty (30) days of the receipt of the Demand, or if such Party to the dispute or claim fails to make such selection within thirty (30) days from the receipt of the Demand, the American Arbitration Association shall make such appointment upon the written request of the other Party(ies). If more than two Parties are involved in the arbitration, all Parties seeking relief shall collectively appoint one arbitrator, and all Parties opposing relief shall collectively appoint one arbitrator. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the American Arbitration Association shall make such appointment.

(d) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between such Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(f) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to consider or award any form of damages barred by this Agreement, or any other multiple or enhanced damages, whether statutory or common law.

(g) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 14.4 or an arbitration award.

14.5 Notwithstanding anything to the contrary in Section 14.4, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

## **ARTICLE FIFTEEN: DEFAULT AND REMEDIES**

15.1 It shall constitute an "Event of Default" under this Agreement if any one or more of the following occurs and the corresponding Cure period, if any, shall have expired without Cure:

(a) A City fails to make any required payment, and such failure continues for a period of 30 days after delivery of notice thereof by MEC.

(b) A City fails in any material respect to comply with or observe any material covenant, warrant or obligations under this Agreement (except a payment default as described in Section 15.1(a), and except a failure due to causes excused by Force Majeure or attributable to MEC's wrongful act or wrongful failure to act), such failure shall continue for a period of 90 days after delivery of notice by MEC, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that such City commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.

(c) MEC fails in any material respect to comply with or observe any material covenant, warranty or obligation under this Agreement (except due to causes excused by Force Majeure attributable to a City's wrongful act or wrongful failure to act), and (i) such failure materially adversely

affects MEC's ability to furnish to a City the Requirement Services due such City during the term of this Agreement, and (ii) such failure continues for a period of 90 days after delivery of notice by such City, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that MEC commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.

(d) A Party becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, reorganization, bankruptcy or receivership proceedings are commenced by or against a Party and such proceedings are not dismissed or stayed within 60 days.

15.2 Upon the occurrence of an Event of Default by a City or by MEC with respect to a particular City, the non-defaulting Party may at its option cancel this Agreement with respect to participation by such City by giving twenty-one (21) days' prior notice thereof (or, in the case of a payment default as described in Section 15.1(a), five (5) days' prior notice thereof) to the defaulting Party.

15.3 Upon cancellation, this Agreement shall be of no further effect and neither Party shall have any further obligation to the other under this Agreement except for the payment of any amounts due for Full Requirements Services provided prior to cancellation, and except as set forth in Section 15.4.

15.4 Notwithstanding cancellation under this Section 2.3, each City shall remain responsible for its allocated share, as set forth in Exhibit M at the time of the notice of cancellation, of all Resource Obligations entered into by MEC on behalf of the MMMPEP Committee for benefit of the Cities prior to the notice of cancellation. After cancellation (i) the City shall continue to pay MEC monthly charges designed to recover the City's allocated share of MEC's Direct Costs associated with each of the Resource Obligations incurred or acquired by MEC prior to the City's cancellation, including reasonable and customary charges relating to the administration of such resources, and (ii) MEC shall utilize or sell the City's allocated share of output in exchange for providing the City a credit or offset equal to the fair market value of such output up to the amount of the obligation.

15.5 For purposes of identifying each City's obligations upon cancellation under Section 2.3, Exhibit M shall be maintained to list, with reference to each City, its allocation of each Resource Obligation. This allocation will be derived by calculating the system peak power requirement of each City as a percentage of the coincident combined peak requirements of all Cities. Exhibit M shall be updated and approved by vote of the MMMPEP Committee upon each change in MMMPEP Committee Membership and upon MEC's commitment to any new Resource Obligation, and no less frequently than once each year. The allocation corresponding to each City as shown on Exhibit M will establish the respective share of potential obligations and entitlements of such City upon

cancellation, as described in Section 2.3.

15.6 In the event of cancellation pursuant to Section 2.3, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, warranty or obligation under this Agreement.

## **ARTICLE SIXTEEN: REPRESENTATIONS AND WARRANTIES**

16.1 MEC's Representations. MEC hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) MEC is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by MEC of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of MEC, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of MEC, threatened action or proceeding affecting MEC before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, MEC's sole continuing covenant with respect to this Section 16.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

16.2 City's Representations. City hereby makes the following representations, warranties and covenants to MEC as of the Effective Date and through the end of the Term:

- (a) City is a municipality and political subdivision of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation

of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 16.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a member of both MEC and the Missouri Association of Municipal Utilities.

(f) City is and shall remain throughout the term of this Agreement a "political subdivision" of the state of Missouri within the meaning of Section 103(a) of the Internal Revenue Code.

#### **ARTICLE SEVENTEEN: CREDITWORTHINESS; BUDGETS**

17.1 City shall provide such financial information, operating data and opinions as MEC may need in connection with satisfying creditworthiness provisions of any Resource Obligation, Supply Agreement, or Transmission Service Agreements or that may be required to support MEC's financings.

17.2 MEC's projected Direct Costs of administering this Agreement and an allocation of its reasonable costs associated with its role as power supplier shall be included in an MMMPEP annual budget which shall be incorporated in MEC's annual budget. As a member of MEC, each City shall have the right to review and vote on MEC's budgets.

17.3 Upon request, City shall provide such financial information and operating data, as MEC is required by contract to obtain from its members and/or which MEC needs to fulfill is continuing disclosure undertakings entered in connection with MEC's financings.

#### **ARTICLE EIGHTEEN: SURVIVAL OF OBLIGATIONS & ASSUMPTION OF LIABILITIES**

18.1 The Parties' obligations under Section 15.4 shall survive termination of this Agreement. In addition, a City shall remain bound by its obligations and covenants set forth in Sections 5.10, 5.13, 5.14 and 5.15 following termination of this Agreement. Surviving documents and agreements include, but are not limited to, the following:

- Exhibit A List of Cities and Their Delivery Points
- Exhibit B Contact/Notice Information for Cities and MEC
- Exhibit C Pool Members' Load Forecasts

- Exhibit D      Services
- Exhibit E      Resource Credits
- Exhibit F      Joinder
- Exhibit G      Procedures for Forecasting
- Exhibit H      Rating of Diesel and Combustion Turbine Generating Equipment
- Exhibit I      Interest Rates
- Exhibit J      Dispatch Principles
- Exhibit K      Peaking Unit Exercise Standards
- Exhibit L      Peaking Unit Reliability Standards
- Exhibit M      Power Supply and Transmission
- Exhibit O      Joint PURPA Implementation Plan
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (Schedulable)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022(Schedulable)
- Amended and Restated Ancillary Services Agreement Between Missouri Joint Municipal Electric Utility Commission and Associated Electric Cooperative, Inc. dated 11/20/2017
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 1/22/2018
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 12/6/2019
- Capacity and Energy Purchase and Sale Agreement Between Plum Point Energy

Associates, LLC and Missouri Joint Municipal Electric Utility Commission, dated 5/6/2020

- Master Power Purchase and Sale Agreement Between City of New Madrid and Missouri Joint Municipal Electric Utility Commission dated 3/28/2022
- Memorandum of Understanding related to sales of energy and capacity from MJMEUC's ownership of Dogwood, MMMPEP Resolution 01-2017

#### **ARTICLE NINETEEN: RIGHT OF ACCESS TO EACH PARTY**

19.1 Each City shall permit duly authorized representatives and employees of MEC to enter upon its premises upon reasonable notice for the purpose of reading or checking meters, inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by MEC located on such premises, or for the purpose of performing any other work necessary in the performance of this Agreement. Each City shall have a similar right of access upon reasonable notice with respect to MEC's premises.

#### **ARTICLE TWENTY: MISCELLANEOUS**

20.1 The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law doctrines.

20.2 Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be sent to the address(es) for the applicable Party(ies) as set forth in Exhibit B. Each Party may update its contact information in Exhibit B by written notice to the other Parties. Notwithstanding Section 11.8, such modifications to Exhibit B shall be made as a ministerial matter and do not require formal amendment.

20.3 This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

20.4 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20.5 This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

20.6 Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

20.7 This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

20.8 Headings and the table of contents used in this Agreement (including headings used in any exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

20.9 The exhibits are incorporated herein by reference and made a part hereof.

20.10 No waiver by any Party of any one or more defaults by another Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of any Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

20.11 This Agreement shall not be construed to create a joint venture or partnership relation between or among the Parties.

20.12 Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by one or more of the other Parties, all as may be reasonably necessary to carry out the purposes of this Agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION  
THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

MISSOURI ELECTRIC COMMISSION

By: \_\_\_\_\_

Name: John Twitty

Title: President and CEO

Attest: \_\_\_\_\_

Name:

Title: Administrative Assistant

Dated: \_\_\_\_\_

CITY OF CABOOL, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF CUBA, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF HOUSTON, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF MANSFIELD, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF NEWBURG, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF RICHLAND, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF ST. ROBERT, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF SALEM, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF SEYMOUR, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF STEELVILLE, MISSOURI

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF SULLIVAN, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF WILLOW SPRINGS, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF MOUNTAIN VIEW, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

CITY OF WINONA, MISSOURI

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

**EXHIBIT A**  
**List of Cities and their Delivery Points**

Member City	Delivery Points	Delivery Voltage	Transformer Capacity At 55° C
Cabool	Cabool	13.2 KV	12 MVA
Cuba	Cuba#3	13.2 KV	25 MVA
Houston	Houston #1	4.16 KV	7.5 MVA
	Houston	13.2 KV	10 MVA
Mansfield	Mansfield # 1	4.16 KV	5 MVA
	Mansfield #2 - A	13.2 KV	10 MVA
	Mansfield #2 - B	13.2 KV	3.5 MVA
Mountain View	Mountain View	4.16 KV	10 MVA
Newburg	Newburg	13.2 KV	2 MVA
Richland	Richland	4.16 KV	7.5 MVA
Salem	Salem #1	13.2 KV	20 MVA
Seymour	Seymour#2	13.2 KV	10 MVA
St. Robert	Gospel Ridge	13.2 KV	25 MVA
Steelville	Steelville	13.2 KV	7 MVA
Sullivan	Sullivan #1	4.16 KV	7.5 MVA
	Sullivan #1	13.2 KV	20 MVA
	Sullivan #4	13.2 KV	12.5 MVA
Willow Springs	Willow Springs #1	4.16 KV	7.5 MVA
	Willow Springs #2	13.2 KV	2.5 MVA
Winona	Winona (ShoMe's Winona Substation)	13.2KV	4.2 MVA

**EXHIBIT B**  
**Contact/Notice Information for Cities and MEC**

<p><b>Cabool</b></p> <p>City of Cabool  P.O. Box 710  618 Main St  Cabool, MO 65689  Tel: 417 962-3136  Fax: 417 962-5144  Email: <a href="mailto:rscheets@caboolmo.org">rscheets@caboolmo.org</a></p>	<p><b>Cuba</b></p> <p>City of Cuba  P.O. Box K  202 N. Smith Street  Cuba, MO 65453  Tel: 573-885-7432  Fax: 573-885-3216  Email: <a href="mailto:lgarbo@ci.cuba.mo.us">lgarbo@ci.cuba.mo.us</a></p>
<p><b>Houston</b></p> <p>City of Houston  601 S. Grand  Houston, MO 65483  Tel: 417-967-3348  Fax: 417-967-4252  Email: <a href="mailto:cityclerk@houstonmo.org">cityclerk@houstonmo.org</a></p>	<p><b>Mansfield</b></p> <p>City of Mansfield  P.O. Box 467  122 N. Business Hwy. 60  Mansfield, MO 65704  Tel: 417-924-8340  Fax: 417-924-7301  Email: <a href="mailto:nconley@mansfieldcityhall.org">nconley@mansfieldcityhall.org</a></p>
<p><b>Newburg</b></p> <p>City of Newburg  191 Main Street  Drawer K  Newburg, MO 65550  Tel: 573-762-2315  Fax: 573-762-3704  Email: <a href="mailto:newburg.city.hall@gmail.com">newburg.city.hall@gmail.com</a></p>	<p><b>Richland</b></p> <p>City of Richland  204 E. Washington Avenue  Richland, MO 65556  Tel: 573-765-4421  Fax: 573-765-5750  Email: <a href="mailto:bgodfrey@richlandmo.info">bgodfrey@richlandmo.info</a></p>
<p><b>St. Robert</b></p> <p>City of St. Robert  194 Eastlawn Avenue, Suite A St. Robert, MO 65584  Tel: 573-451-2000, Ext. 1112  Fax: 573-336-5714  Email: <a href="mailto:aivey@saintrobert.com">aivey@saintrobert.com</a></p>	<p><b>Salem</b></p> <p>City of Salem  400 N. Iron Street  Salem, MO 65560  Tel: 573-729-4811  Fax: 573-729-5371  Email: <a href="mailto:cityadministrator@salemмо.com">cityadministrator@salemмо.com</a></p>

<p><b>Seymour</b></p> <p>City of Seymour  P.O. Box 247  123 West Market Street  Seymour, MO 65746  Tele: 417-935-4401  Email: <a href="mailto:hillary@seymourmissouri.org">hillary@seymourmissouri.org</a></p>	<p><b>Steelville</b></p> <p>City of Steelville  P.O. Box M  895 Frisco Street  Steelville, MO 65565  Tele: 573-775-2815  Fax: 573-775-5914  Email: <a href="mailto:stvm@misn.com">stvm@misn.com</a></p>
<p><b>Sullivan</b></p> <p>City of Sullivan  210 W. Washington  Sullivan, MO 63080  Tel: 573-468-4612  Fax: 573-468-8207  Email: <a href="mailto:jthardy@sullivan.mo.us">jthardy@sullivan.mo.us</a></p>	<p><b>Willow Springs</b></p> <p>City of Willow Springs  P.O. Box 190  900 West Main  Willow Springs, MO 65793  Tel: 417-469-2107  Fax: 417-469-4789  Email: <a href="mailto:bhicks@willowspringsmo.com">bhicks@willowspringsmo.com</a></p>
<p><b>Mountain View</b></p> <p>City of Mountain View  PO Box 1090  126 N Oak  Mountain View, MO 65548  Tel: 417-934-2601  Fax: 417-934-2482  Email: <a href="mailto:mvcityclerk@centurytel.net">mvcityclerk@centurytel.net</a></p>	<p><b>Winona</b></p> <p>City of Winona  PO Box 426  8488 Ash Street  Winona, MO 65588  Tel: 573-325-4410  Fax: 573-325-8816  Email: <a href="mailto:mayor@winonamo.org">mayor@winonamo.org</a></p>
<p><b>Missouri Electric Commission</b></p> <p>Missouri Electric Commission  2200 Maguire Blvd  Columbia, MO 65201  Tel: 573-445-3279  Fax: 573-445-0680  Email: <a href="mailto:contractnotices@mpua.org">contractnotices@mpua.org</a></p>	

Exhibit C

Pool Members' Load Forecasts

## Exhibit D

## Services

MEC will arrange for each City, through MMMPEP, to have the following services, in quantities sufficient to meet the City's full requirements.

- Capacity
- Energy
- Transmission (including congestion management, FTRs, and associated requirements)
- Generation Scheduling and Dispatch
- Reactive Supply and Voltage Control from Generation Sources
- Regulation and Frequency Response
- Energy Imbalance Service
- Operating Reserve – Spinning Reserve Service
- Operating Reserve – Supplemental Reserve Service
- Metering equipment, metering data collection, and similar services
- Market Settlements
- TCR/FTR Management
- RTO Market Administration
- MEC Owned Unit Offers

Exhibit E

Resource Credits

Exhibit F

Joinder

The Cities and MEC contemplate that after the date of this Agreement, one or more additional MEC members may become a party hereto by executing the Agreement. Upon such execution and delivery of the Agreement and approval of such by the MMMPEP members and MEC, each such additional MEC member will become a party to this Agreement and have all of the rights and obligations hereunder and this Agreement and the Exhibits hereto shall be deemed amended by such Agreement and approval.

Exhibit G

Procedures for Forecasting

Exhibit H

Rating of Diesel and Combustion Turbine Generating Equipment

## Exhibit I

## Interest Rates

Late Interest Rate shall mean, for any date, the lesser of (a)  $1/365$  of the sum of the per annum prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

## Exhibit J

### Dispatch Principles

1. Dispatch lowest cost first subject to physical, contract, permit, warranty, and insurance constraints, and Market instructions.
2. Save energy-limited resources for highest value hours.
3. Be aware of cost impact of load level of operation, for example: full-load versus part load or per market.
4. For additional available contract energy, sell to market when sale is above cost or per market instructions.

Exhibit K

Peaking Unit Exercise Standards

Exhibit L

Peaking Unit Reliability Standards

# Exhibit M

MMMPEP Member	Coincident Peak	Member's Proportionate Share
Cabool	7.3	5.7%
Cuba	15.2	11.8%
Houston	8.1	6.3%
Mansfield	4.9	3.8%
Mt View	8.2	6.4%
Newburg	1.1	0.9%
Richland	4.3	3.3%
Salem	12.9	10.0%
Seymour	5.8	4.5%
Steelville	5.3	4.1%
St Robert	18.8	14.6%
Sullivan	26.1	20.3%
Willow Springs	8	6.2%
Winona	2.7	2.1%
<b>MMMPEP Total</b>	<b>128.7</b>	<b>100%</b>
<i>Dated 2/29/2024</i>		

Exhibit O

Joint PURPA Implementation Plan

## MID-MISSOURI MUNICIPAL POWER ENERGY POOL

## PURPA IMPLEMENTATION POLICY

**I. OVERVIEW OF POLICY**

This PURPA Implementation Policy (“Policy”) sets forth the manner in which the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”), as operator of the Mid-Missouri Municipal Power Energy Pool (“MMMPEP”) and the authorizing MMMPEP members will implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”) and the rules adopted by the Federal Energy Regulatory Commission (“FERC”) thereunder.

The MMMPEP Committee has adopted this Policy to be applicable to all MMMPEP members that have provided to MJMEUC their written authorization to participate in this Policy (each such member being referred to herein as an “authorizing Member”). Appendix I to this Policy is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

MJMEUC and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. MJMEUC is a non-jurisdictional joint action agency and a body corporate and politic of the State of Missouri authorized by legislation to construct, operate and maintain facilities for the production and transmission of electric power for its members, to purchase and sell wholesale electric power and energy, and to enter into agreements with any person for transmission of electric power. It is organized on a statewide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the power and energy requirements of municipal utilities in the state.

MMMPEP is a power pool operated by MJMEUC pursuant to the Power Supply and Administration Agreement among MJMEUC and Members of the Mid-Missouri Municipal

Power Energy Pool. MMMPEP currently has 12 municipal electric members. Under the terms of the Power Supply and Administration Agreement, MJMEUC is the full-requirements supplier for the MMMPEP members, and meets their wholesale capacity and energy requirements primarily through purchased-power resources. The parties' full-requirements purchase and sale obligations under the Power Supply and Administration Agreement, as currently in effect, will end on June 1, 2018.

The MMMPEP members are municipal electric utilities serving retail customers in their service territories.

This Policy is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of MJMEUC and the authorizing Members, to sell electric energy and, if applicable, capacity to MJMEUC for the period in which it has a full-requirements sale obligation to the affected authorizing Member (and to sell the electric energy and capacity to the authorizing Member thereafter), and to purchase retail electric service from the authorizing Members.

Under this Policy,

- Unless a QF elects net metering in accordance with Missouri law,<sup>1</sup> MJMEUC and an authorizing Member will enter into a contract with a QF, under which (i) MJMEUC will purchase all energy and capacity offered by the QF to the authorizing Member for the period in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and (ii) the authorizing Member will purchase the electric energy and capacity for any remaining period of the contract;
- The authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories; and
- If a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request, MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

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<sup>1</sup> This Policy is not applicable to energy provided by any QF that is also a "qualified electric energy generation unit" that has requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015). Arrangements between such QFs and the applicable authorizing Member shall be made in accordance with the Missouri net metering law.

For the period in which it will purchase the QF output, MJMEUC will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with MJMEUC or an authorizing Member. The standard purchase rate will be determined by MJMEUC based on its “avoided cost,” *i.e.*, the costs to MJMEUC of the electric energy that MJMEUC would otherwise generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include MJMEUC’s delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, MJMEUC’s (or other entity’s) ability to dispatch the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF’s scheduled outages can be usefully coordinated with those of MJMEUC’s other generating resources, the usefulness of the QF’s energy and capacity during system emergencies and the QF’s ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, and/or the smaller capacity increments and shorter lead times available with additions of capacity from QFs. MJMEUC reserves the right to analyze each QF’s cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member’s retail service territory, the authorizing Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members’ other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

Implementation of the purchase and sale requirements in this manner will provide QFs with a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.

This Policy does not include a form of the contract to be entered into among MJMEUC, the authorizing Member and a QF for the purchase of the QF's output. Nor does this Policy include a form of the contract to be entered into between an authorizing Member and a QF for the interconnection of the QF to the authorizing Member's municipal electric system and/or the provision of retail electric service to the QF. The terms and conditions of such contracts are expected to vary depending on the nature of the QFs. However, MJMEUC and the authorizing Members intend to require such contracts be executed by each QF. Such contracts will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

MJMEUC intends to file with FERC, on behalf of itself and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC's Regulations<sup>2</sup> to permit this Policy to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to MJMEUC (for such period in which MJMEUC has full-requirements obligations to such authorizing Members), and place the must-sell obligation on the authorizing Members.

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.<sup>3</sup> This Policy is similar to policies adopted by other joint action agencies and

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<sup>2</sup> 18 CFR §§ 292.303(a) and (b) (2014).

<sup>3</sup> See *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd sub nom. Greensboro Lumber Co. v. FERC*, 825 F.2d 518 (D.C. Cir. 1987); *Seminole Electric Cooperative, Inc.*, 39 FERC ¶ 61,354 (1987); *Missouri Basin Municipal Power Agency*, 69 FERC ¶ 62,250 (1994); *Com Belt Cooperative*, 68 FERC ¶ 62,249 (1994); *Southern Illinois Power Cooperative*, 66 FERC ¶ 62,010 (1994); *Northwest Iowa Power Cooperative*, 57 FERC ¶ 62,079 (1991); *Soyland Power Cooperative, Inc.*, 50 FERC ¶ 62,072 (1990); *Western Farmers Electric Cooperative*, 115 FERC ¶ 61,323 (2006); *Missouri Basin Municipal Power Agency*, Docket No. EL09-13-000, Letter Order (Feb. 6, 2009); *Arkansas Public Service Comm'n, et al.*, Docket No. EL09-37-000, Letter Order (April 30, 2009); *Missouri River Energy Servs.*, 145 FERC ¶ 62,022 (2013).

cooperatives and their members. If the requested waivers are not granted, MJMEUC and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

MJMEUC and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, MJMEUC and the authorizing Members believe the proposed approach will facilitate the development of QFs.

## **II. INTRODUCTION**

### **A. Intent of Policy**

This Policy is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with MJMEUC and authorizing Members' electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

### **B. Utilities Subject to Policy**

MJMEUC and all authorizing Members, as listed in Appendix I, are subject to this Policy. This Policy addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by MJMEUC or any authorizing Member, except for QFs that are also "qualified electric energy generation units" that have requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act.

### **C. Duration of Policy**

As between MJMEUC and each authorizing Member, this Policy shall remain in effect for the period during which the authorizing Member and MJMEUC have agreed to purchase and sell full-requirements energy and capacity, either pursuant to the Power Supply and Administration Agreement dated October 26, 2011 (including any extension thereof), or pursuant to any successor or replacement agreement.

### III. STATEMENT OF POLICY

#### A. The Policy

It is the policy of MJMEUC and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of MJMEUC or any authorizing Member; (ii) to permit any QF (unless the energy provided by the QF is net metered in accordance with Missouri law), to sell energy and capacity to MJMEUC at rates equal to MJMEUC's avoided costs or at a negotiated rate for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member on whose system the QF is located; (iii) to permit the QF thereafter to sell the energy and capacity to the authorizing Member, and (iv) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this Policy, MJMEUC and the authorizing Members expressly undertake the following obligations: (a) MJMEUC will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase, for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and the authorizing Member will purchase the power from the QF for any period thereafter; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to MJMEUC across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of MJMEUC's purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with MJMEUC and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities

had the QF purchased such power from MJMEUC. MJMEUC and the authorizing Members' undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of this Policy and the other requirements imposed by law.

Because this Policy outlines the basic approach that MJMEUC and the authorizing Members intend to use to fulfill their separate obligations under PURPA, MJMEUC and/or a given authorizing Member may depart from this Policy to the extent authorized by law if they mutually determine that the departure is reasonably necessary in connection with a particular QF. In addition, the MMMPEP Committee shall amend this Policy from time to time as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over MJMEUC and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, MJMEUC and/or the authorizing Members.

This Policy reflects an integrated approach to implementing MJMEUC's and the authorizing Members' obligations under PURPA and the FERC Rules. This approach recognizes the function of MJMEUC as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and (where the QF is connected to an authorizing Member) a source of any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303(a) of FERC's Regulations,<sup>4</sup> an electric utility is obligated to purchase only the energy and capacity which is "made available" from a QF. Section 292.304(d) of FERC's Regulations<sup>5</sup> clarifies that each QF shall have the option to determine the amount of energy or capacity "available" for purchase. Accordingly, this Policy does not require a QF to sell all of its energy and capacity to MJMEUC, but rather just the amount the QF wishes to make "available" for such purchases.

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<sup>4</sup> 18 CFR §292.303(a).

<sup>5</sup> 18 CFR §292.304(d).

No QF will be permitted to interconnect and operate in parallel with the electric system of MJMEUC or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an authorizing Member and selling to MJMEUC will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (*i.e.*, beyond the authorizing Member's facilities) are necessitated by MJMEUC's purchases of the QF's power (rather than the authorizing Member's purchases), such costs will be borne by MJMEUC (rather than the QF). This Policy does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than MJMEUC.

Where a QF is interconnected to transmission or distribution facilities owned by MJMEUC or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member's applicable rates, rules, and regulations governing retail service. The terms of the arrangements between MJMEUC, the authorizing Member, and the QF shall be consistent with the authorizing Member's tariff or consistent with rates to the authorizing Member's other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. MJMEUC makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

#### B. Metering Requirements

MJMEUC and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in MJMEUC's monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by MJMEUC shall not normally be netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over MJMEUC and the authorizing Members.

MJMEUC shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. MJMEUC shall make such policies and procedures available to QFs for review.

#### C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under this Policy:

- (i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to MJMEUC's or the authorizing Member's system, including such automatic relaying and system protection which MJMEUC or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch. MJMEUC and the authorizing Members have the right to refuse to interconnect or to discontinue the QF's connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.
- (ii) MJMEUC or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into MJMEUC's

monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that MJMEUC or the authorizing Members may install and maintain such metering equipment. MJMEUC or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.

- (iii) Neither MJMEUC nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.
- (iv) MJMEUC and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. MJMEUC shall make such policies and procedures available to QFs for review.

#### **IV. REQUEST FOR WAIVER**

The FERC Rules require each wholesale electric utility, such as MJMEUC, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. Through this Policy, MJMEUC and the authorizing Members have adopted an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) MJMEUC will purchase energy and capacity from QFs (unless such energy is net metered in accordance with Missouri law) during the

period in which its full-requirements sale obligations extend to the authorizing Members as described herein, (2) the authorizing Members will assume the obligation to purchase such energy and capacity at the end of such period, (3) the authorizing Members will provide retail service to QFs located within their retail service territories, and (4) upon request, MJMEUC will assist any QF that is connected to MJMEUC-owned transmission facilities that are not located within an authorized Members' retail service territory in finding a retail power supplier.

MJMEUC and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow MJMEUC and the authorizing Members to implement this Policy. Specifically, MJMEUC will request, on behalf of the authorizing Members, a waiver of the authorizing Members' must-purchase obligation for the period in which they are required to purchase their full energy and capacity requirements from MJMEUC and, on behalf of itself, a waiver of its must-sell obligation. MJMEUC and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and MJMEUC to sell to QFs is not necessary to facilitate cogeneration and small power production. MJMEUC and the authorizing Members have determined that purchases by MJMEUC on behalf of the authorizing Members will adequately facilitate cogeneration and small power production in part because, for the period in which each authorizing Member purchases its full requirements from MJMEUC, its avoided costs should be equal to MJMEUC's avoided costs. Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member.

This Policy is premised on the waivers previously described. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small

power production, MJMEUC and the authorizing Members intend to operate under this Policy during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Policy will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable.

Persons desiring information about this waiver request, including a copy of the waiver request filed by MJMEUC and the authorizing Members with FERC, may contact:

Chief Operating Officer  
MJMEUC  
2200 Maguire Blvd  
Columbia, MO 65201

#### IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with MJMEUC or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact the following:

Chief Operating Officer  
MJMEUC  
2200 Maguire Blvd  
Columbia, MO 65201

**BILL NO. ????**

**ORDINANCE NO. ????**

AN ORDINANCE AMENDING PROVISIONS FOR DELIVERY OF UTILITY BILLS AND STATEMENTS IN THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO ALLOW FOR MULTIPLE DELIVERY METHODS OF UTILITY BILLS AND STATEMENTS THROUGH ELECTRONIC MEANS TO CUSTOMERS, AN AMENDMENT TO THE CURRENT CITY CODES IS REQUIRED; THEREFORE,

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

**Section 1.**

Section 700.010. Monthly Utility Bills — Disconnection and Reconnection of Services. of the Salem City Code shall be amended as follows:

A. All utility statements mailed, emailed, or electronically delivered to utility customers of the City of Salem, Missouri, shall, among other things, state when all delinquent accounts in that customer's name shall be disconnected.

**Section 2.**

These changes become effective immediately and are subject to modification at any time by the Board of Aldermen.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, repealed.

**Section 3.**

This Ordinance shall be in full force and effect from and after April 9, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 9<sup>th</sup> DAY OF APRIL 2024.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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**Tammy Koller**  
**City Clerk**

APPROVAL AS TO FORM:

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**James Weber**  
**City Attorney**

# Utility Committee

## Staff Summary Report

**MEETING DATE:** March 13, 2024

**AGENDA ITEM:** Avoided Fuel Cost

**ACTION REQUESTED BY:** John Hambacker

**ACTION REQUESTED:** Establish a Standard Avoided Fuel Cost Rate

**SUMMARY BY:** Sally Burbridge

### PROJECT DESCRIPTION / FACTS

Below are the last 18 months of Avoided Fuel Costs (AFC) to the City. We have been using these actual AFCs for calculation of credits to the net metering customers on the City's electric system (3). The average for these 18 months is \$0.0278.

2022		2024	
9/15 – 10/15	\$0.0402	12/15 - 1/15	\$0.0286
10/15 – 11/15	\$0.0374	1/15 - 2/15	\$0.0260
11/15 – 12/15	\$0.0317	2/15 - 3/15	\$0.0330
2023			
12/15 – 1/15	\$0.0295		
1/15 – 2/15	\$0.0334		
2/15 - 3/15	\$0.0273		
3/15 - 4/15	\$0.0250		
4/15 - 5/15	\$0.0217		
5/15 - 6/15	\$0.0182		
6/15 - 7/15	\$0.0208		
7/15 - 8/15	\$0.0249		
8/15 - 9/15	\$0.0256		
9/15 - 10/15	\$0.0257		
10/15 - 11/15	\$0.0259		
11/15 - 12/15	\$0.0261		

City Code 515.680 D. The "avoided fuel cost" is that amount determined by the City's governing board with responsibility for setting rates, as outlined in Section 386.890.2(1), RSMo.

RSMo. 386.890.2(1) "Avoided Fuel Cost", the current average cost of fuel for the entity generating electricity, as defined by the governing body with jurisdiction over any municipal electric utility, rural electric cooperative as provided in chapter 394, or electrical corporation as provided in this chapter.

### PROCUREMENT

NA

### FISCAL IMPACTS

Minor Impacts to the overall budget.