

ORDINANCE NO. 119

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF Westwood Hills, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM

WHEREAS, Kansas City Power & Light Company (the "Company"), is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Westwood Hills, Kansas (the "City"), that the City does contract with the Company as follows:

ARTICLE I

Cancellation of All Prior Traffic Control Ordinances

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

ARTICLE II

Term of Ordinance

This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

ARTICLE III

Traffic Control Signal Service

Section 1. The Traffic Control System shall be defined as and shall consist of traffic control signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and

located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

Section 2. All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

Section 3. The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

Section 4. The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

Section 5. All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the Company will be under no obligation to secure control of the traffic affected thereby.

#### ARTICLE IV

##### Additions, Changes and Removals

Section 1. Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard

type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

Section 2. The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

## ARTICLE V

### Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

## ARTICLE VI

### Billing

The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any

such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided for in this Agreement, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

#### ARTICLE VII

##### Force Majeure

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

#### ARTICLE VIII

##### Locations of Traffic Control System

A list of locations of the existing or authorized traffic control facilities included in the Traffic Control System is attached as Exhibit A hereto and made part hereof.

#### ARTICLE IX

##### City's Right to Purchase

The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing traffic signal service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- (a) the reproduction cost new less depreciation;

- (b) consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- (c) an allowance for the loss of a portion of the Company's going concern value;
- (d) all materials and supplies related uniquely to the property to be sold;
- (e) all expenses in connection with such sale;
- (f) all other damages sustained by the Company by reason of such sale.

#### ARTICLE X

##### Purchase of Energy for City-Owned System

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

#### ARTICLE XI

##### Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF May, 1982.

  
 \_\_\_\_\_  
 Mayor

ATTEST:

  
 \_\_\_\_\_  
 City Clerk

CITY OF WESTWOOD HILLS, KANSAS

EXHIBIT A

50th and Rainbow

- ½ 4 - 3 Light Signal Units
- ½ 12 - 12" Lens
- ½ 1 - Standard Signal System
- ½ 2 - 2 Light Signal Units
- ½ 4 - 9" Lens
- ½ 2 - Style 2 Mast Arms
- ½ 2 - Double Loops w/Delay Timer
- ½ 1 - Pedestrian Timer
- ½ 1 - Pair Push Buttons
- ½ 1 - Flasher
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ORDINANCE NO. 119

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF Westwood Hills, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM

WHEREAS, Kansas City Power & Light Company (the "Company"), is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Westwood Hills, Kansas (the "City"), that the City does contract with the Company as follows:

ARTICLE I

Cancellation of All Prior Traffic Control Ordinances

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located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

Section 2. All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

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type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

Section 2. The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

## ARTICLE V

### Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

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The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any

such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided for in this Agreement, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

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### Force Majeure

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

## ARTICLE VIII

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A list of locations of the existing or authorized traffic control facilities included in the Traffic Control System is attached as Exhibit A hereto and made part hereof.

## ARTICLE IX

### City's Right to Purchase

The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing traffic signal service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- (a) the reproduction cost new less depreciation;

- (b) consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- (c) an allowance for the loss of a portion of the Company's going concern value;
- (d) all materials and supplies related uniquely to the property to be sold;
- (e) all expenses in connection with such sale;
- (f) all other damages sustained by the Company by reason of such sale.

#### ARTICLE X

##### Purchase of Energy for City-Owned System

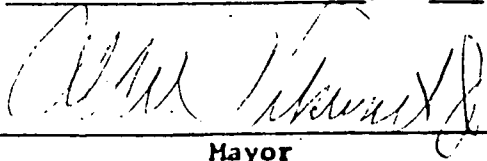
In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

#### ARTICLE XI

##### Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF May, 1982.

  
 \_\_\_\_\_  
 Mayor

ATTEST:

  
 \_\_\_\_\_  
 City Clerk

CITY OF WESTWOOD HILLS, KANSAS

EXHIBIT A

50th and Rainbow

- ½ 4 - 3 Light Signal Units
- ½ 12 - 12" Lens
- ½ 1 - Standard Signal System
- ½ 2 - 2 Light Signal Units
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- ½ 2 - Style 2 Mast Arms
- ½ 2 - Double Loops w/Delay Timer
- ½ 1 - Pedestrian Timer
- ½ 1 - Pair Push Buttons
- ½ 1 - Flasher
- ½ 2 - Backplates

KANSAS CITY POWER & LIGHT COMPANY

1330 BALTIMORE AVENUE

P. O. BOX 679

KANSAS CITY, MISSOURI 64141

January 22, 1982

Mrs. Janet Whitehead, City Clerk  
City of Westwood Hills  
1909 West 48th Terrace  
Westwood Hills, Kansas 66205

Dear Mrs. Whitehead:

Enclosed are five copies of an ordinance that will provide for traffic control systems in the City of Westwood Hills, Kansas. This will replace Ordinance No. 82 which will expire in April, 1982. Also enclosed are two copies of the minutes of that portion of the meeting during which the ordinance is considered and passed.

If this meets with the approval of the City Council, please have the Mayor sign all copies of the ordinance. Please sign and seal the ordinance as the City Clerk, fill in the names of the Councilmen voting for and against the ordinance on the minutes and return (four copies) of the ordinance and one copy of the minutes to me. We will have the ordinance published in the official paper of the City of Westwood Hills, Kansas.

Yours truly,



R. D. Overton

RDO:sj

Encl.

# KANSAS CITY POWER & LIGHT COMPANY

1330 BALTIMORE AVENUE

KANSAS CITY, MISSOURI 64141

Mrs. Martha Gehrig, City Clerk  
City of Westwood Hills, Kansas  
5008 State Line  
Westwood Hills, Kansas 66205


Under the provisions of Ordinance No. 119 of the City of Westwood Hills, Kansas, passed on May 3, 1982, which provided for electric traffic control systems in the City of Westwood Hills, Kansas, and contracting with Kansas City Power & Light Company, its successors, assigns, and grantees to furnish said electric traffic control systems for the City of Westwood Hills, Kansas, for a term of ten (10) years, it was provided that within thirty (30) days from and after the publication of such ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company should file with the City Clerk of said City its written acceptance of the provisions of such ordinance.

You are hereby notified that Kansas City Power & Light Company does now accept the provisions of said ordinance and agrees to comply with the same.

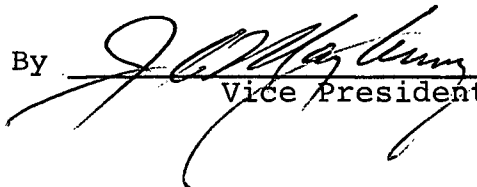
Dated this 28th day of May, 1982.

KANSAS CITY POWER & LIGHT COMPANY

Attest:

  
Secretary

By

  
Vice President

KANSAS CITY POWER & LIGHT COMPANY

1330 BALTIMORE AVENUE

KANSAS CITY, MISSOURI 64141

May 21, 1982

Shawnee Journal Herald  
11004 Johnson Drive  
Shawnee, Kansas 66203

Dear Sir:


Please publish in one issue as a legal publication the enclosed Ordinance No. 119 of the City of Westwood Hills, Kansas.

Please send three copies of the proof of publication to the City Clerk, Mrs. Martha Gehrig, City Clerk, City of Westwood Hills, Kansas, 5008 State Line, Westwood Hills, Kansas 66205.

Please send three copies of the proof of publication with your bill for publication costs to Richard D. Overton, Kansas District Manager, Kansas City Power & Light Company, 8730 Nieman Road, Overland Park, Kansas 66214-1793.

This ordinance was previously sent to you on May 12, 1982, but due to an error contained therein, it is necessary to publish this ordinance again.

Yours truly,

  
Richard D. Overton  
Kansas District Manager

jan  
Encls.

cc: Mrs. Martha Gehrig 

WAGNER, LEEK & MULLINS

ATTORNEYS AT LAW

4101 WEST 54TH ST. TERRACE

SHAWNEE MISSION, KANSAS 66205

AC 913-236-5292

LAWRENCE R. WAGNER  
CAROLEE SAUDER LEEK  
WILLIAM J. MULLINS, JR.  
RONALD S. REUTER  
KENT T. PERRY  
J. O. BIGGS  
DAVID C. SEITTER  
ROBERT W. NAIBERT

OF COUNSEL  
M. C. SLOUGH  
RUSSELL C. LEFFEL

May 5, 1982

Ms. Martha Gehrig  
2117 West 49th Street  
Westwood Hills, Kansas 66205

RE: KCP&L Ordinance

Dear Martha:

I am enclosing two copies of the ordinance providing for an electric traffic control system within the City of Westwood Hills, Kansas together with three copies of page two for insertion into the copies of the ordinance you have. The material I am sending you incorporates the provision in Section 5. of Article 3. which we discussed at the council meeting on Monday.

You will need to obtain the Mayor's signature on all copies and sign all copies as City Clerk, dating the document as of the 3rd day of May, 1982. You will need to complete one copy of the extract of the minutes which was forwarded to you with Mr. Overton's letter and mail four copies together with the extract of the minutes to Mr. Overton at the Johnson County office of KCP&L. I am enclosing a copy of the letter which I wrote to Mr. Overton on behalf of the City of Mission Woods, Kansas which may be of some assistance to you in preparing a transmittal letter to him. If it would be of assistance to you, I can have my secretary prepare a similar letter and transmit the documents to him if you will get the signed copies of the ordinances to me.

If you have any questions concerning this matter, please give me a call.

Sincerely,



Ronald S. Reuter  
City Attorney

RSR/crs  
Enclosures

WAGNER, LEEK & MULLINS

ATTORNEYS AT LAW  
4101 WEST 54<sup>TH</sup> ST. TERRACE  
SHAWNEE MISSION, KANSAS 66205  
AC 913-236-5292

LAWRENCE R. WAGNER  
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J. O. BIGGS  
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ROBERT W. NAIBERT

OF COUNSEL  
M. C. SLOUGH  
RUSSELL C. LEFFEL

May 4, 1982

Mr. Richard D. Overton  
Kansas District Manager  
Kansas City Power & Light Company  
8730 Nieman Road  
Overland Park, Kansas 66214-1793

Dear Mr. Overton:

Enclosed please find four (4) copies of the traffic control systems ordinance you mailed to the City of Mission Woods on March 8, 1982 which ordinances have been duly signed by the Mayor and attested by the City Clerk. The City of Mission Woods does not have a city seal, therefore, the ordinances do not bear the seal of the city. Also, find enclosed, the form extract of minutes of the meeting held May 4, 1982 indicating those voting in favor of the passage of the ordinance.

The official city newspaper for the City of Mission Woods, Kansas is the Shawnee Journal Herald, 11004 Johnson Drive, Shawnee, Kansas 66203.

I would appreciate it, if upon the publication of the ordinance, you would cause the Herald to forward an affidavit of publication to Mrs. Joan Blair, City Clerk, 5363 Mission Woods Road, Mission Woods, Kansas 66205.

If you have any questions concerning any of the above, please feel free to contact me.

Sincerely,

Ronald S. Reuter  
City Attorney, Mission Woods, Kansas

RSR/crs  
Enclosures

Thereupon, Ordinance No. 119 of the City of Westwood Hills, Kansas, being entitled:

"AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM"

was introduced and read, considered by sections, each section being adopted separately, and then placed upon its final passage, the question being, "Shall the Ordinance pass?" A vote was taken which resulted as follows:

Yea Steve Reiff, George Gerritz, George Morris

Nay (0)

A majority of the councilmen elect voting in favor of such ordinance, the Mayor declared the Ordinance duly passed.

CITY OF WESTWOOD HILLS, KANSAS

First published in the Shawnee Journal  
Herald, Wednesday, May 26, 1982.

ORDINANCE NO. 119

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WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Mission Woods, Kansas (the "City"), that the City does contract with the Company as follows:

ARTICLE I

Cancellation of All Prior Traffic Control Ordinances

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

ARTICLE II

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This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

ARTICLE III

Traffic Control Signal Service

**Section 1.** The Traffic Control Signal Service shall be defined as and shall consist of traffic controls signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

**Section 2.** All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

**Section 3.** The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

**Section 4.** The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

**Section 5.** All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the Company will be under no obligation to secure control of the traffic affected thereby.

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Additions, Changes and Removals

**Section 1.** Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

**Section 2.** The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation

costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

ARTICLE V

Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

ARTICLE VI

Billing

The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10 percent) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided for in this Agreement, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

ARTICLE VII

Force Majeure

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of, system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

ARTICLE VIII

Locations of Traffic Control System

A list of locations of the existing or authorized traffic control facilities included in the Traffic Control System is attached as Exhibit A hereto and made part hereof.

ARTICLE IX

City's Right to Purchase

The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing traffic signal service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- the reproduction cost new less depreciation;
- consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- an allowance for the loss of a portion of the Company's going concern value;
- all materials and supplies related uniquely to the property to be sold;
- all expenses in connection with such sale;
- all other damages sustained by the Company by reason of such sale.

ARTICLE X

Purchase of Energy for City-Owned System

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

ARTICLE XI

Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF MAY, 1982.

/S/ Al w. Tikwart, Jr., Mayor

ATTEST:

/S/ Martha E. Gehrig, City Clerk

CITY OF WESTWOOD HILLS, KANSAS

EXHIBIT A

50th and Rainbow

- 1/2 4 - 3 Light Signal Units
- 1/2 12 - 12" Lens
- 1/2 1 - Standard Signal System
- 1/2 2 - 2 Light Signal Units
- 1/2 4 - 9" Lens
- 1/2 2 - Style 2 Mast Arms
- 1/2 2 - Double Loops w/Delay Timer
- 1/2 1 - Pedestrian Timer
- 1/2 1 - Pair Push Buttons
- 1/2 1 - Flasher
- 1/2 2 - Backplates

**CITY OF WESTWOOD HILLS, KANSAS**

First published in the Shawnee Journal  
Herald, Wednesday, May 26, 1982.

**ORDINANCE NO. 119**

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM.

WHEREAS, Kansas City Power & Light Company (the "Company"), is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Mission Woods, Kansas (the "City"), that the City does contract with the Company as follows:

**ARTICLE I**

**Cancellation of All Prior Traffic Control Ordinances**

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

**ARTICLE II**

**Term of Ordinance**

This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

**ARTICLE III**

**Traffic Control Signal Service**

**Section 1.** The Traffic Control System shall be defined as and shall consist of traffic controls signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

**Section 2.** All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

**Section 3.** The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

**Section 4.** The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

**Section 5.** All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the Company will be under no obligation to secure control of the traffic affected thereby.

**ARTICLE IV**

**Additions, Changes and Removals**

**Section 1.** Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

**Section 2.** The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation

costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

**ARTICLE V**

**Rates and Charges**

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

**ARTICLE VI**

**Billing**

The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have occurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10 percent) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided for in this Agreement, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

**ARTICLE VII**

**Force Majeure**

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of, system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

**ARTICLE VIII**

**Locations of Traffic Control System**

A list of locations of the existing or authorized traffic control facilities included in the Traffic Control System is attached as Exhibit A hereto and made part hereof.

**ARTICLE IX**

**City's Right to Purchase**

The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing traffic signal service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- the reproduction cost new less depreciation;
- consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- an allowance for the loss of a portion of the Company's going concern value;
- all materials and supplies related uniquely to the property to be sold;
- all expenses in connection with such sale;
- all other damages sustained by the Company by reason of such sale.

**ARTICLE X**

**Purchase of Energy for City-Owned System**

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

**ARTICLE XI**

**Publication and Acceptance**

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF MAY, 1982.

/S/ Al w. Tikwart, Jr., Mayor

ATTEST:

/S/ Martha E. Gehrig, City Clerk

**CITY OF WESTWOOD HILLS, KANSAS**

**EXHIBIT A**

50th and Rainbow

- 1/2 4 - 3 Light Signal Units
- 1/2 12 - 12" Lens
- 1/2 1 - Standard Signal System
- 1/2 2 - 2 Light Signal Units
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- 1/2 1 - Flasher
- 1/2 2 - Backplates

Legals from page 16

conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

**Section 2.** The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation

costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

#### ARTICLE V

##### Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

#### ARTICLE VI

##### Billing

The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10 percent) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the

- of services provided for in this Agreement, until
- (b) consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
  - (c) an allowance for the loss of a portion of the Company's going concern value;
  - (d) all materials and supplies related uniquely to the property to be sold;
  - (e) all expenses in connection with such sale;
  - (f) all other damages sustained by the Company by reason of such sale.

#### ARTICLE X

##### Purchase of Energy for City-Owned System

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

#### ARTICLE XI

##### Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF MAY, 1982.

/S/ Alw. Tikwart, Jr., Mayor

ATTEST:  
/S/ Martha E. Gehrig, City Clerk

### CITY OF WESTWOOD HILLS, KANSAS

#### EXHIBIT A

50th and Rainbow

- 1/2 4 - 3 Light Signal Units
- 1/2 12 - 12" Lens
- 1/2 1 - Standard Signal System
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- 1/2 1 - Pair Push Buttons
- 1/2 1 - Flasher
- 1/2 2 - Backplates

26th day of May, 1982, with subsequent publications being made on the following dates:

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_

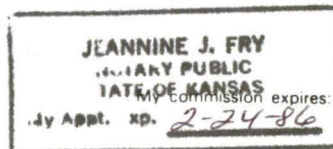
*Will D. Shyigel*

Subscribed and sworn to before me this 26th

day of May, 1982

*Jeannine J. Fry*

Notary Public in and for Johnson County, Kansas



Notary Fee ..... \$

Printers Fee ..... \$ 88.20

Total Charge ..... \$ 88.20

CITY OF WESTWOOD HILLS, KANSAS

First published in the Shawnee Journal  
Herald, Wednesday, May 26, 1982.

ORDINANCE NO. 119

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM.

WHEREAS, Kansas City Power & Light Company (the "Company"), is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Mission Woods, Kansas (the "City"), that the City does contract with the Company as follows:

ARTICLE I

Cancellation of All Prior Traffic Control Ordinances  
All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

ARTICLE II

Term of Ordinance

This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

ARTICLE III

Traffic Control Signal Service

**Section 1.** The Traffic Control System shall be defined as and shall consist of traffic controls signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

**Section 2.** All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

**Section 3.** The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

**Section 4.** The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

**Section 5.** All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the Company will be under no obligation to secure control of the traffic affected thereby.

ARTICLE IV

Additions, Changes and Removals

**Section 1.** Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

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costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

ARTICLE V

Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

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Billing

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ARTICLE VII

Force Majeure

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

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Purchase of Energy for City-Owned System

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

ARTICLE XI

Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF MAY, 1982.

/S/ Al w. Tikwart, Jr., Mayor

ATTEST:

/S/ Martha E. Gehrig, City Clerk

CITY OF WESTWOOD HILLS, KANSAS

EXHIBIT A

50th and Rainbow

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**CITY OF WESTWOOD HILLS, KANSAS**

First published in the Shawnee Journal  
Herald, Wednesday, May 26, 1982.

**ORDINANCE NO. 119**

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WHEREAS, Kansas City Power & Light Company (the "Company"), is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Mission Woods, Kansas (the "City"), that the City does contract with the Company as follows:

**ARTICLE I**

**Cancellation of All Prior Traffic Control Ordinances**

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

**ARTICLE II**

**Term of Ordinance**

This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

**ARTICLE III**

**Traffic Control Signal Service**

**Section 1.** The Traffic Control System shall be defined as and shall consist of traffic controls signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

**Section 2.** All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

**Section 3.** The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

**Section 4.** The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

**Section 5.** All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the Company will be under no obligation to secure control of the traffic affected thereby.

**ARTICLE IV**

**Additions, Changes and Removals**

**Section 1.** Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and

services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10 percent) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided for in this Agreement, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

#### ARTICLE VII

##### Force Majeure

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

#### ARTICLE VIII

##### Locations of Traffic Control System

A list of locations of the existing or authorized traffic control facilities included in the Traffic Control System is attached as Exhibit A hereto and made part hereof.

#### ARTICLE IX

##### City's Right to Purchase

The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing traffic signal service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- (a) the reproduction cost new less depreciation;
- (b) consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- (c) an allowance for the loss of a portion of the Company's going concern value;
- (d) all materials and supplies related uniquely to the property to be sold;
- (e) all expenses in connection with such sale;
- (f) all other damages sustained by the Company by reason of such sale.

#### ARTICLE X

##### Purchase of Energy for City-Owned System

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

#### ARTICLE XI

##### Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract

between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED THIS 3rd DAY OF MAY, 1982.

/S/ Al w. Tikwart, Jr., Mayor

ATTEST:

/S/ Martha E. Gehrig, City Clerk

#### CITY OF WESTWOOD HILLS, KANSAS

#### EXHIBIT A

##### 50th and Rainbow

- 1/2 4 - 3 Light Signal Units
- 1/2 12 - 12" Lens
- 1/2 1 - Standard Signal System
- 1/2 2 - 2 Light Signal Units
- 1/2 4 - 9" Lens
- 1/2 2 - Style 2 Mast Arms
- 1/2 2 - Double Loops w/Delay Timer
- 1/2 1 - Pedestrian Timer
- 1/2 1 - Pair Push Buttons
- 1/2 1 - Flasher
- 1/2 2 - Backplates

AFFIDAVIT OF PUBLICATION

STATE OF Kansas, Johnson County, ss:

William Shippee being first duly sworn, deposes and says that he is the publisher of the Shawnee Journal Herald, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Johnson County, Kansas, with a general paid circulation on a weekly basis in Johnson County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published weekly at least 50 times a year; has been published continuously and uninterruptedly in said County and State for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Shawnee Mission, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for

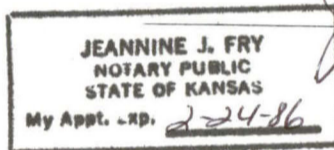
One consecutive weeks, the first publication thereof being made as aforesaid on the

10th day of May, 1982, with subsequent publications being made on the following dates:

*This publication re-published 5/26/82 meg*  
**VOIDED**  
*Will D Shippee*

Subscribed and sworn to before me this 20th

day of May, 1982



*Jeannine J. Fry*  
Notary Public in and for Johnson County, Kansas

My commission expires:

Notary Fee \$

Printers Fee \$89.67

Total Charge \$89.67

CITY OF WESTWOOD HILLS, KANSAS

First published in the Shawnee Journal  
Wednesday, May 19, 1982

ORDINANCE NO. 119

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM.

WHEREAS, Kansas City Power & Light Company (the

"Company"), is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of Mission Woods, Kansas (the "City"), that the City does contract with the Company as follows:

ARTICLE I

Cancellation of All Prior Traffic Control Ordinances

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

ARTICLE II

Term of Ordinance

This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

ARTICLE III

Traffic Control Signal Service

**Section 1.** The Traffic Control System shall be defined as and shall consist of traffic controls signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

**Section 2.** All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

**Section 3.** The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

**Section 4.** The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

**Section 5.** All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the City shall use its best efforts to obtain appropriate police control of the traffic affected thereby.

ARTICLE IV

Additions, Changes and Removals

**Section 1.** Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

**Section 2.** The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation

costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

ARTICLE V

Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

ARTICLE VI

Billing

The City shall pay all bills rendered by the Company for