

ORDINANCE NO. 126

AN ORDINANCE PROVIDING FOR A PUBLIC ELECTRIC STREET LIGHTING 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 PUBLIC ELECTRIC STREET LIGHTING 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 in the best interests of the parties that a public electric street lighting 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:

SECTION 1. All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

SECTION 2. 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 Section 16, 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.

SECTION 3. The Street Lighting System shall be defined as and shall consist of street light luminaires, bracket arms, poles, lamps, control equipment, conductors and all other facilities necessary for the operation of electrically operated street lights in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Street Lighting System shall include all 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. All facilities included within the Street Lighting System shall be furnished, installed, owned, operated and maintained by the Company. The Company shall supply all electric energy required for the operation of the Street Lighting Service to be furnished by the Company to the City hereunder.

SECTION 4. The number, size and type of the street lights on order or now installed by the Company, operated and maintained by the Company and paid for by the City under this Agreement are specified in "Exhibit A" attached hereto and made a part hereof.

SECTION 5. The City shall pay to the Company for Municipal Street Lighting Service furnished by the Company hereunder at the rates and charges provided for in the Company's Rate Schedule 2-73 for Municipal Street Lighting Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission (the "Commission") from time to time during the term hereof.

SECTION 6. The number of street lights set forth in Exhibit A shall be the minimum number of street lights which shall be used and paid for by the City under this Ordinance and if, when, and as additional street lights are installed from time to time under this Ordinance, the minimum number as above set forth shall be increased to the extent of such additional street lights which shall be used and paid for by the City during the remainder of the term of this Ordinance.

SECTION 7. Additions to the Street Light System, as the same may exist on the effective date of this Agreement, 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 street lighting 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 Street Lighting Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard street lighting 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 8. 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 Street Lighting System or to discontinue and remove any such street lighting facilities. Such change 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 street lighting facilities in the Street Lighting System so that it may install City-owned street lighting facilities at the same location. In that case the City shall reimburse and pay to the Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the street lighting facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

SECTION 9. The City will enact reasonable ordinances for the protection of the property of the Company against malicious destruction thereof. Nothing herein contained shall be construed to fix any liability upon the Company for any failure of any or all street lights.

SECTION 10. In consideration of said Municipal Street Lighting Service and the maintenance thereof, the City agrees that it will each year during the term of this Ordinance make a sufficient tax levy for street lighting purposes and within the maximum levy permitted by the laws of the State of Kansas.

SECTION 11. This Ordinance, including the rates and services fixed herein, and all amendments thereto and all ordinances passed by the City concerning the subject matter of the same, shall be in all respect subject to the rules, regulations and order of the Commission, or any other body established by law succeeding to the power now or hereinafter exercised by said Commission.

SECTION 12. The City shall pay all bills rendered by the Company for services furnished under this Agreement 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 Street Lighting System.

SECTION 13. 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, civic disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

SECTION 14. 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 Street Lighting System determined by the Company in use and useful and devoted exclusive to furnishing street lighting 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.

SECTION 15. In the event the City, pursuant to Section 14 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 street lighting 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.

SECTION 16. Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its associates,

successors, or assigns shall file with the City Clerk of the City 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 as set forth herein, and in the event of the failure of the Company to file acceptance within the time specified in this section, then this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED

April 7, 19 23

Alm J. Thunberg
Mayor

ATTEST:

W. Jan McAtee
City Clerk

EXHIBIT A
CITY OF WESTWOOD HILLS, KANSAS

The number, size and type of said street lights now owned and installed by the Company to be operated and maintained by the Company and paid for by the City under this Agreement are as follows:

Incandescent:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code ISE)

<u>No. of Units</u>	<u>Size of Lamp</u>
9	4000 lumen

Mercury Vapor:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles and served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

<u>No. of Units</u>	<u>Size of Lamp</u>
2	11000 lumen

EXHIBIT A

- 9 - 4000 lumen incandescent street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code ISE)

Location

1900 West 48th Terrace
2112 West 48th Terrace
2212 West 48th Terrace
2106 West 49th Street
4926 Glendale

4945 Glendale
4930 State Line
2020 West 50th Terrace
2212 West 50th Terrace

- 2 - 11000 lumen mercury vapor street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles and served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

Location

2101 West 49th Terrace
2101 West 50th Street

Legal notice

First published in the Shawnee Journal Herald Wednesday May 11, 1933

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Service to be furnished by the Company to the City hereunder.

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SECTION 6. The number of street lights set forth in Exhibit A shall be the minimum number of street lights which shall be used and paid for by the City under this Ordinance and if, when, and as additional street lights are installed from time to time under this Ordinance, the minimum number as above set forth shall be increased to the extent of such additional street lights which shall be used and paid for by the City during the remainder of the term of this Ordinance.

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Northwest shot put artist Ken Burnett winds up for another winning heave at the Sunflower championships at North Friday. Burnett won the meet with a distance of 54-6-1/2.

from page 11

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PASSED AND APPROVED April 4, 19 83

/s/ Al W. Tikwart, Jr.
Mayor

ATTEST:

/s/ W. Jan McAtee
City Clerk

EXHIBIT A CITY OF WESTWOOD HILLS, KANSAS

The number, size and type of said street lights now owned and installed by the Company to be operated and maintained by the Company and paid for by the City under this Agreement are as follows:
Incandescent:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code 18E)

No. of Units	Size of Lamp
9	4000 lumen

Mercury Vapor:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

No. of Units	Size of Lamp
2	11000 lumen

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Location
2101 West 49th Terrace
2101 West 50th Street

EXHIBIT A

44

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2112 West 48th Terrace
2212 West 48th Terrace
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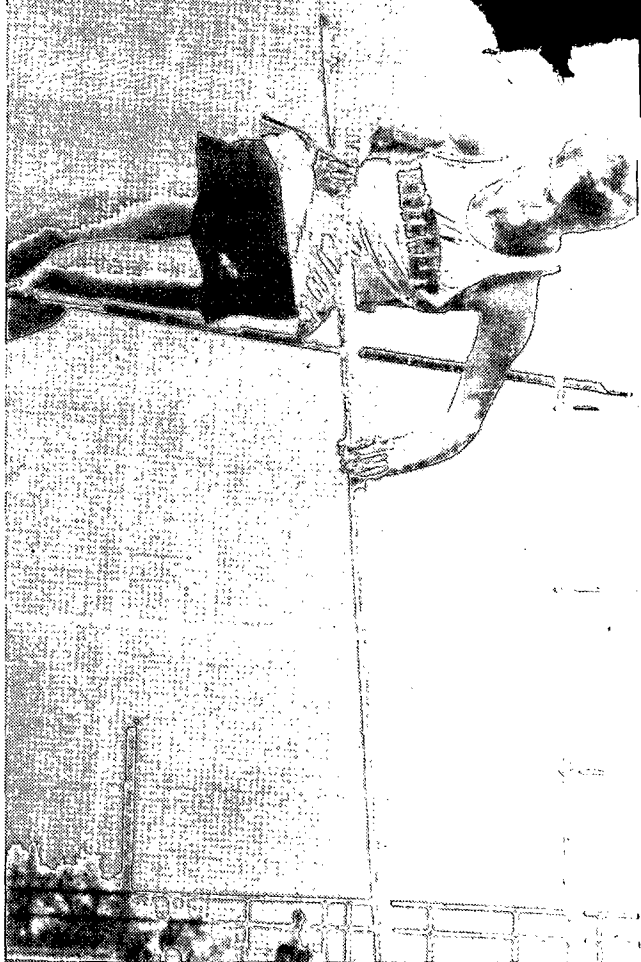
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11004 Johnson Drive
Shawnee, Ks. 66203

AFFIDAVIT OF PUBLICATION

STATE OF Kansas, Johnson County, ss:

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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

11th day of May 1983, with subsequent publications being made on the following dates:

_____, 19____
_____, 19____
_____, 19____
_____, 19____

Subscribed and sworn to before me this 13th day of May 1983

Notary Public and for Johnson County, Kansas

My commission expires
JEANNINE J. FRY
NOTARY PUBLIC
STATE OF KANSAS
My App. - No. 2-2486
Notary Fee _____

Printers Fee \$ 100.56
Total Charge \$ 100.56

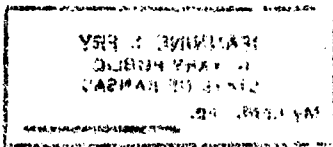
Case No. _____

Plaintiff

vs.

Defendant

PROOF OF PUBLICATION



SECTION 14. 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 Street Lighting System determined by the Company in use and useful and devoted exclusive to furnishing street lighting 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:

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- (f) all other damages sustained by the Company by reason of such sale.

SECTION 15. In the event the City, pursuant to Section 14 hereof elects to 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 street lighting 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.

SECTION 16. Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its associates, successors, or assigns shall file with the City Clerk of the City 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 as set forth herein, and in the event of the failure of the Company to file acceptance within the time specified in this section, then this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED April 4, 19 83

/s/ Al W. Tikwart, Jr.
Mayor

ATTEST:

/s/ W. Jan McAtee
City Clerk

EXHIBIT A
CITY OF WESTWOOD HILLS, KANSAS

The number, size and type of said street lights now owned and installed by the Company to be operated and maintained by the Company and paid for by the City under this Agreement are as follows:

Incandescent:
Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code ISB)

No. of Units	Size of Lamp
9	4000 lumen

Mercury Vapor:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles and served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

No. of Units	Size of Lamp
2	11000 lumen

2 - 11000 lumen mercury vapor street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles and served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

Location
2101 West 49th Terrace
2101 West 50th Street

EXHIBIT A

9 - 4000 lumen incandescent street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code ISB)

Location
1900 West 48th Terrace
2112 West 48th Terrace
2212 West 48th Terrace
2106 West 49th Street
4926 Glendale
4945 Glendale
4930 State Line
2020 West 50th Terrace
2212 West 50th Terrace

KANSAS CITY POWER & LIGHT COMPANY

1330 BALTIMORE AVENUE

P. O. BOX 679

KANSAS CITY, MISSOURI 64141

Mrs. Jan McAtee, City Clerk
City of Westwood Hills, Kansas
2201 West 50th
Westwood Hills, Kansas 66205

Under the provisions of Ordinance No. 126 of the City of Westwood Hills, Kansas, passed on April 4, 1983, which provided for public electric street lighting in the City of Westwood Hills, Kansas, and contracting with Kansas City Power & Light Company, its successors, assigns, and grantees to furnish public electric street lamps 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 19th day of May, 1983.

KANSAS CITY POWER & LIGHT COMPANY

By Ronald M. Funder
Vice President

Attest:

[Signature]
Secretary

ORDINANCE NO. 126

AN ORDINANCE PROVIDING FOR A PUBLIC ELECTRIC STREET LIGHTING 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 PUBLIC ELECTRIC STREET LIGHTING 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 in the best interests of the parties that a public electric street lighting 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:

SECTION 1. All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

SECTION 2. 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 Section 16, 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.

SECTION 3. The Street Lighting System shall be defined as and shall consist of street light luminaires, bracket arms, poles, lamps, control equipment, conductors and all other facilities necessary for the operation of electrically operated street lights in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Street Lighting System shall include all 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. All facilities included within the Street Lighting System shall be furnished, installed, owned, operated and maintained by the Company. The Company shall supply all electric energy required for the operation of the Street Lighting Service to be furnished by the Company to the City hereunder.

SECTION 4. The number, size and type of the street lights on order or now installed by the Company, operated and maintained by the Company and paid for by the City under this Agreement are specified in "Exhibit A" attached hereto and made a part hereof.

SECTION 5. The City shall pay to the Company for Municipal Street Lighting Service furnished by the Company hereunder at the rates and charges provided for in the Company's Rate Schedule 2-73 for Municipal Street Lighting Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission (the "Commission") from time to time during the term hereof.

SECTION 6. The number of street lights set forth in Exhibit A shall be the minimum number of street lights which shall be used and paid for by the City under this Ordinance and if, when, and as additional street lights are installed from time to time under this Ordinance, the minimum number as above set forth shall be increased to the extent of such additional street lights which shall be used and paid for by the City during the remainder of the term of this Ordinance.

SECTION 7. Additions to the Street Light System, as the same may exist on the effective date of this Agreement, 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 street lighting 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 Street Lighting Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard street lighting 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 8. 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 Street Lighting System or to discontinue and remove any such street lighting facilities. Such change 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 street lighting facilities in the Street Lighting System so that it may install City-owned street lighting facilities at the same location. In that case the City shall reimburse and pay to the Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the street lighting facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

SECTION 9. The City will enact reasonable ordinances for the protection of the property of the Company against malicious destruction thereof. Nothing herein contained shall be construed to fix any liability upon the Company for any failure of any or all street lights.

SECTION 10. In consideration of said Municipal Street Lighting Service and the maintenance thereof, the City agrees that it will each year during the term of this Ordinance make a sufficient tax levy for street lighting purposes and within the maximum levy permitted by the laws of the State of Kansas.

SECTION 11. This Ordinance, including the rates and services fixed herein, and all amendments thereto and all ordinances passed by the City concerning the subject matter of the same, shall be in all respect subject to the rules, regulations and order of the Commission, or any other body established by law succeeding to the power now or hereinafter exercised by said Commission.

SECTION 12. The City shall pay all bills rendered by the Company for services furnished under this Agreement 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 Street Lighting System.

SECTION 13. 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, civic disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

SECTION 14. 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 Street Lighting System determined by the Company in use and useful and devoted exclusive to furnishing street lighting 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.

SECTION 15. In the event the City, pursuant to Section 14 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 street lighting 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.

SECTION 16. Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its associates,

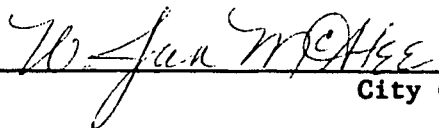
successors, or assigns shall file with the City Clerk of the City its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company as set forth herein, and in the event of the failure of the Company to file acceptance within the time specified in this section, then this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED April 4, 1923



Mayor

ATTEST:



City Clerk

ORDINANCE NO. 126

AN ORDINANCE PROVIDING FOR A PUBLIC ELECTRIC STREET LIGHTING 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 PUBLIC ELECTRIC STREET LIGHTING 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 in the best interests of the parties that a public electric street lighting 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:

SECTION 1. All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

SECTION 2. 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 Section 16, 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.

SECTION 3. The Street Lighting System shall be defined as and shall consist of street light luminaires, bracket arms, poles, lamps, control equipment, conductors and all other facilities necessary for the operation of electrically operated street lights in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Street Lighting System shall include all 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. All facilities included within the Street Lighting System shall be furnished, installed, owned, operated and maintained by the Company. The Company shall supply all electric energy required for the operation of the Street Lighting Service to be furnished by the Company to the City hereunder.

SECTION 4. The number, size and type of the street lights on order or now installed by the Company, operated and maintained by the Company and paid for by the City under this Agreement are specified in "Exhibit A" attached hereto and made a part hereof.

SECTION 5. The City shall pay to the Company for Municipal Street Lighting Service furnished by the Company hereunder at the rates and charges provided for in the Company's Rate Schedule 2-73 for Municipal Street Lighting Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission (the "Commission") from time to time during the term hereof.

SECTION 6. The number of street lights set forth in Exhibit A shall be the minimum number of street lights which shall be used and paid for by the City under this Ordinance and if, when, and as additional street lights are installed from time to time under this Ordinance, the minimum number as above set forth shall be increased to the extent of such additional street lights which shall be used and paid for by the City during the remainder of the term of this Ordinance.

SECTION 7. Additions to the Street Light System, as the same may exist on the effective date of this Agreement, 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 street lighting 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 Street Lighting Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard street lighting 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 8. 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 Street Lighting System or to discontinue and remove any such street lighting facilities. Such change 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 street lighting facilities in the Street Lighting System so that it may install City-owned street lighting facilities at the same location. In that case the City shall reimburse and pay to the Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the street lighting facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

SECTION 9. The City will enact reasonable ordinances for the protection of the property of the Company against malicious destruction thereof. Nothing herein contained shall be construed to fix any liability upon the Company for any failure of any or all street lights.

SECTION 10. In consideration of said Municipal Street Lighting Service and the maintenance thereof, the City agrees that it will each year during the term of this Ordinance make a sufficient tax levy for street lighting purposes and within the maximum levy permitted by the laws of the State of Kansas.

SECTION 11. This Ordinance, including the rates and services fixed herein, and all amendments thereto and all ordinances passed by the City concerning the subject matter of the same, shall be in all respect subject to the rules, regulations and order of the Commission, or any other body established by law succeeding to the power now or hereinafter exercised by said Commission.

SECTION 12. The City shall pay all bills rendered by the Company for services furnished under this Agreement 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 Street Lighting System.

SECTION 13. 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, civic disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

SECTION 14. 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 Street Lighting System determined by the Company in use and useful and devoted exclusive to furnishing street lighting 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.

SECTION 15. In the event the City, pursuant to Section 14 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 street lighting 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.

SECTION 16. Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its associates,

successors, or assigns shall file with the City Clerk of the City 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 as set forth herein, and in the event of the failure of the Company to file acceptance within the time specified in this section, then this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED April 4, 19 83

 Mayor

ATTEST:


City Clerk

EXHIBIT A
CITY OF WESTWOOD HILLS, KANSAS

The number, size and type of said street lights now owned and installed by the Company to be operated and maintained by the Company and paid for by the City under this Agreement are as follows:

Incandescent:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code ISE)

<u>No. of Units</u>	<u>Size of Lamp</u>
9	4000 lumen

Mercury Vapor:

Street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles and served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

<u>No. of Units</u>	<u>Size of Lamp</u>
2	11000 lumen

EXHIBIT A

- 9 - 4000 lumen incandescent street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles served underground by an extension not in excess of 300 feet per unit (Code ISE)

Location

1900 West 48th Terrace
2112 West 48th Terrace
2212 West 48th Terrace
2106 West 49th Street
4926 Glendale

4945 Glendale
4930 State Line
2020 West 50th Terrace
2212 West 50th Terrace

- 2 - 11000 lumen mercury vapor street lamps equipped with a hood, reflector, and refractor, on ornamental steel poles and served underground by an extension under sod not in excess of 200 feet per unit (Code USE)

Location

2101 West 49th Terrace
2101 West 50th Street