

ORDINANCE NO. 152

AN ORDINANCE GRANTING KANSAS CITY POWER & LIGHT COMPANY, ITS GRANTEEES, SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO CONSTRUCT AND MAINTAIN ALL WORKS AND PLANTS NECESSARY OR PROPER FOR SUPPLYING CONSUMERS WITH ELECTRIC OR OTHER ENERGY, GRANTING TO SAID COMPANY THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES, PRESCRIBING THE TERMS OF AND RELATING TO SUCH FRANCHISE, AND REPEALING INCONSISTENT ORDINANCES OR PART THEREOF.

WHEREAS, Kansas City Power & Light Company (herein called the Company) is a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purposes of generating and distributing electric energy, and

WHEREAS, the Company is operating a system for the transmission of electric current between two or more incorporated cities in the State of Kansas and has heretofore built, or proposed to build its transmission lines into or through the City of Westwood Hills, Kansas (herein called the City), under a twenty (20) year Franchise Ordinance with the City of Westwood Hills, to wit, Ordinance No. 80, which expires April, 1990, and

WHEREAS, the parties hereto desire that the Company continue furnishing electric energy to consumers in said City and expand said services as necessary to serve the needs of the Westwood Hills community.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

SECTION ONE: In consideration of the benefits to be derived by the City and the inhabitants thereof from the construction, operation and maintenance of an electric light and power transmission and distribution system and the supplying of electric energy to the Public, there is hereby granted to the Company and to its successors and assigns, for the term of twenty (20) years from the effective date hereof, a Franchise and authority to construct, operate and maintain in the existing and any future extended corporate limits of the City all appropriate facilities and plants for carrying on a power and light business and all other operations connected therewith or incident thereto for the purpose of supplying the City and outlying areas with electric or other energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes and to produce and supply such energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead lines or otherwise, and for any or all of said purposes it is authorized to (i) construct, install, replace and remove conduits or other underground facilities for the installation and protection of its underground wire and cables, (ii) place poles, lamp posts, guys, and anchors for its overhead wires, cables and street lights on all streets, alleys, avenues, bridges, parks, parking and other public places or thoroughfares, (iii) construct, erect and maintain all buildings, machinery and attachments of any and every kind for any and all of said purposes, and (iv) enter upon any and all of said

public places within the corporate limits of the City as they now exist or may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under its jurisdiction, and to trim trees upon and overhanging such places and make such excavations thereon as may be appropriate for the construction, repair and renewal of its overhead and underground facilities and plants.

SECTION TWO: Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and direction of the governing body of said City under all necessary permits issued for the work, and shall be made and done in such manner as to give the least inconvenience to the inhabitants of the City and the public generally, and pavements, sidewalks, curbing and excavations shall be replaced and repaired in as good condition as before with all convenient speed, all at the expense of the Company.

SECTION THREE: During the continuance of this Franchise, the Company shall construct, maintain and operate its transmission and distribution system within the City and shall furnish electric energy to the City and its inhabitants in accordance with the terms of this Franchise, the rates, charges, rules and regulations now on file with the State Corporation Commission of the State of Kansas, or such revision of rates, charges, rules and regulations as may be lawfully established from time to time in accordance with the laws of the State of Kansas. Nothing contained herein shall be construed as a guarantee upon the part of the Company to

furnish uninterrupted service, and interruptions due to acts of God, fire, Strikes, civil or military authority, Orders of Court and other causes reasonably beyond the control of the Company are specifically exempt from the terms of this Section.

SECTION FOUR: The Company shall, at all times, in the construction, maintenance and operation of its electric transmission, distribution and street lighting system, use all reasonable and proper precautions to avoid damage or injury to persons or property, and shall hold and save harmless said City from any and all damage, injury and expense caused by the sole negligence of the Company, its successors and assigns.

SECTION FIVE: In consideration of the premises, the Company agrees to pay to the City of Westwood Hills, Kansas, and the City of Westwood Hills agrees to accept as adequate compensation and consideration for the Franchise hereby granted and in lieu of occupation, license, privilege and all other taxes and fees, five percent (5%) of the total of the gross receipts for electric energy sold by the Company to all consumers located in the present or future corporate boundaries of the City of Westwood Hills during the term of this Franchise. Any consideration hereunder shall be reported and paid to the City by the Company on a semiannual basis on each June 30 and December 31 for the years in which this Franchise remains in effect, reflecting such electric energy sold for the six months' period ending at the last meter reading preceding each May 31 and November 30, respectively. Such payments shall first be applied to the amount due to the Company

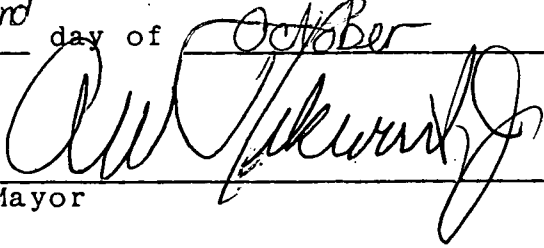
from the City for street lighting and traffic signal service billed for the applicable said six months period (the "SLTS Billings Amount") and by paying the remainder, if any, in cash to the City. If in any applicable said six months' period the SLTS Billings Amount exceeds the gross receipts amount due to the City, the Company shall for such excess bill the City and the City shall pay the same in cash to the Company. The term "gross receipts", as used in this Section shall not include (1) the electrical energy sold to the United States or the State of Kansas or to any agency or political subdivision thereof, (2) the electrical energy sold for other use which cannot be classified as domestic, commercial, or industrial, such as the electrical energy used by public utilities, telephone, telegraph, and radio communication companies, railroads, pipe line companies, educational institutions not operating for profit, churches and charitable institutions and (3) the electrical energy sold for resale.

SECTION SIX: That this Ordinance shall not take effect and be in force until after the expiration of sixty (60) days from the date of this final passage and acceptance by the Company, within said sixty (60) days, in writing; if no acceptance as hereinbefore provided has been filed, then this Ordinance shall be ipso facto, absolutely, null and void.

SECTION SEVEN: This Franchise is granted pursuant to the provisions of K.S.A. 12-2001, and shall take effect and be in force as therein provided.

Passed by the Governing Body this 2nd day of October.

APPROVED by the Mayor this 2nd day of October.



Mayor

ATTEST: Patricia Fuhrman
City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: **Deanna Martash** being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-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 yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so 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, KANSAS in said County as a 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 ----- two ----- consecutive ----- weeks ----- (weeks, days) the first publication thereof being made as aforesaid on the 1st day of, November 1989, with subsequent publications being made on the following dates:

November 8, 1989 -----, 19-----

-----, 19-----, 19-----

Deanna Martash

Subscribe and sworn to before me this 8th day of November 1989

Marguerite E. Baker

NOTARY PUBLIC

MARGUERITE E. BAKER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3-15-92

My Commission expires: 3-15-92
Printer's Fee \$ 374.80
Additional copies \$ -----

First published in the Johnson County Sun, Wednesday, November 1, 1989.

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SECTION SEVEN: This Franchise is granted pursuant to the provisions of K.S.A. 12-2901, and shall take effect and be in force as therein provided.

Passed by the Governing Body this 2nd day of October.

APPROVED by the Mayor this 2nd day of October.

(s) Al Tikwart
Mayor

ATTEST:
(s) Patti J. Fuhrman
City Clerk

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