

April 3, 1950

Thereupon, Ordinance No. 21 of the City of Westwood Hills, Kansas, being entitled, "AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WESTWOOD HILLS, KANSAS, TO ENTER INTO A CONTRACT ON BEHALF OF SAID CITY WITH KANSAS CITY POWER & LIGHT COMPANY, A CORPORATION, FOR THE LIGHTING OF THE STREETS OF THE CITY OF WESTWOOD HILLS, KANSAS" was introduced and read the first time. Councilman Dwy moved that an emergency be declared to exist, that the rules be suspended and that said ordinance be read the second time, considered by sections, and placed upon its final passage.

Councilman Littrell seconded said motion and the same was unanimously carried.

Thereupon, said Ordinance was read the second time, 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: Yes _____

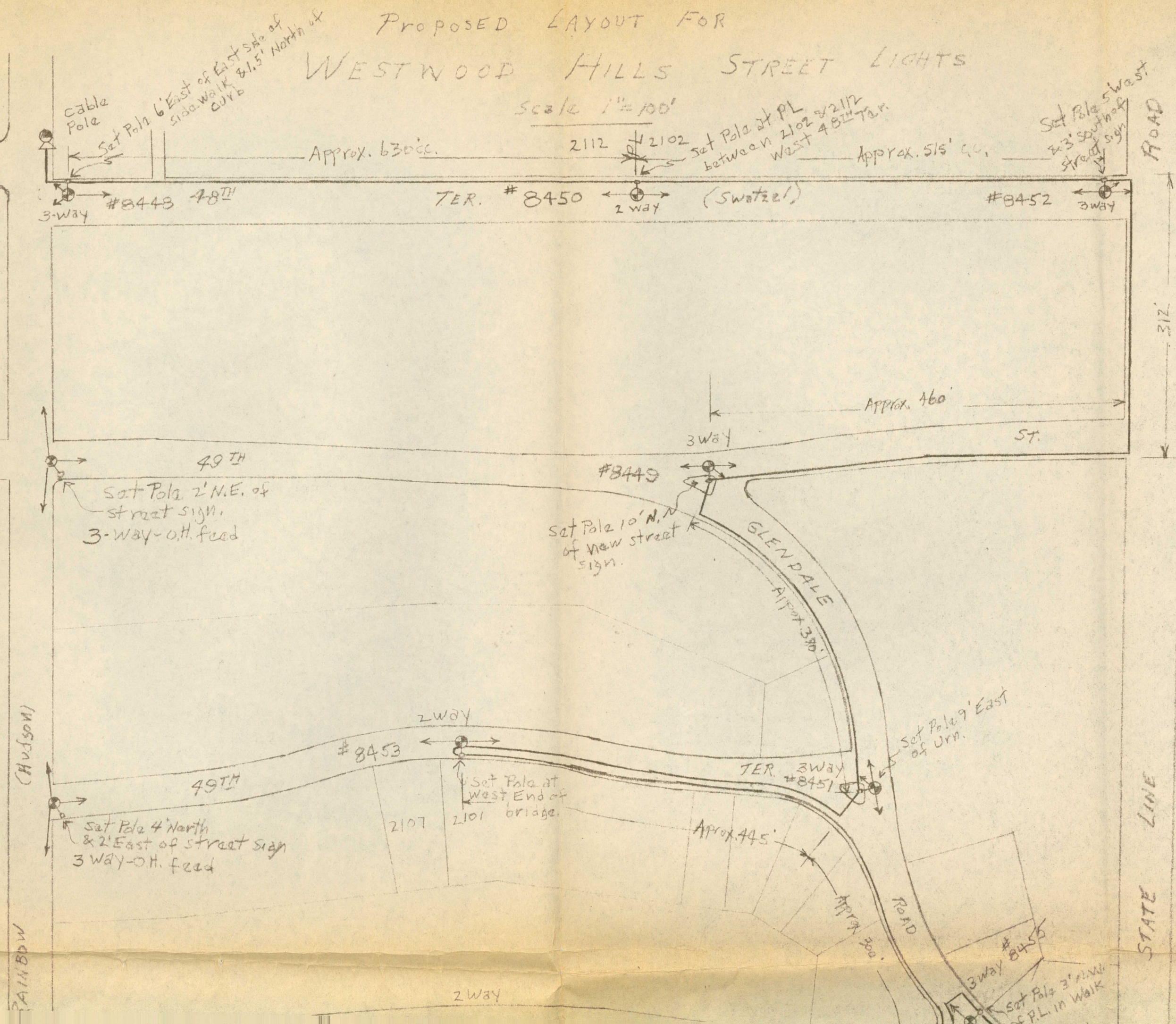
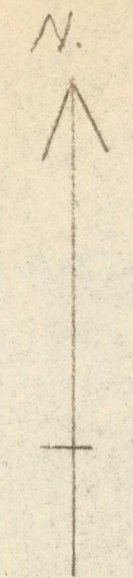
Dwy - Pope - Littrell

Nay None

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

PROPOSED LAYOUT FOR WESTWOOD HILLS STREET LIGHTS

Scale 1"=100'



(RS-210)

AN ORDINANCE PROVIDING FOR PUBLIC ELECTRIC LIGHTS ON THE STREETS OF THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH THE KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS AND GRANTEES TO FURNISH PUBLIC ELECTRIC LIGHTS FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF TEN (10) YEARS.

WHEREAS, the Kansas City Power & Light Company is a corporation duly created, organized and existing 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 purpose of generating and distributing electric energy, and

WHEREAS, great benefit will accrue to the inhabitants of said city through the maintenance and operation therein of an electric street lighting system:

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

SECTION 1. In order to promote the welfare, comfort and convenience of said city, its inhabitants and the public generally, and in consideration of the benefits to be derived by said city and the inhabitants thereof through the maintenance and operation of an electric street lighting system, there is hereby granted to the Kansas City Power & Light Company, for a term of ten (10) years from the date hereof, the right, authority and power to maintain in the city of Westwood Hills, Kansas, 14 electric lights as described below:

- 11 - 400 c.p. lamps supplied by underground cables
- 3 - 400 c.p. lamps supplied by overhead wires

Such lights shall be enclosed with glass refractors attached to upsopt metal brackets supported on fluted steel poles in the locations shown on the print attached to and made a part of this Ordinance, and further identified by the signature of the mayor of the city.

Such lights shall burn from dusk to dawn.

The city agrees to pay Kansas City Power & Light Company on account of the construction, maintenance and operation of the street lights provided for by this ordinance, the following rates per lamp per year:

- 400 c.p. lamps supplied from underground cable - \$105.04
- 400 c.p. lamps supplied by overhead wires - 45.00

Such amounts shall be paid to Kansas City Power & Light Company in equal monthly installments on or before the 10th day following the regular billing date for the month in which the service is rendered. In the event of the failure of the city to make such monthly payments within the period prescribed, the said monthly payments shall bear interest at the rate of 6% per annum from the date such payment shall have been in default; provided, however, that the company may at its option, discontinue the furnishing of service under this contract in case the city is in default in said monthly payments for a period of three months or more, until such time as the delinquent payments, together with the interest thereon, are paid to the company.

SECTION 2. In consideration of said street lighting service and the maintenance thereof, the city agrees that it will each year during the period of this contract make a sufficient tax levy for street lighting purposes, and within the maximum levies permitted by the laws of the State of Kansas.

SECTION 3. The Kansas City Power & Light Company shall at all times protect and save harmless the City of Westwood Hills, Kansas from all damages or loss to person or property for, or arising out of, or by reason of its negligence in the construction, maintenance and/or operation of the said street lamps and/or equipment hereby authorized.

SECTION 4. The company shall not be required to relocate any street lamps supplied from overhead circuits after such lamps have once been installed at locations designated by the city unless the city agrees in writing to pay to the company the actual cost of such relocations.

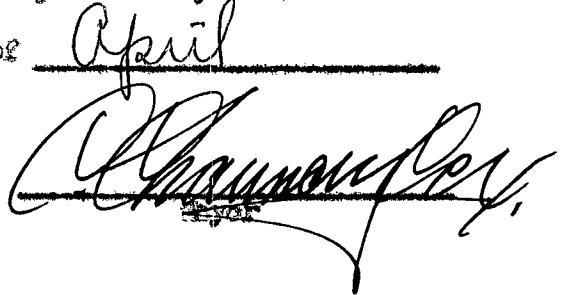
SECTION 5. The street lights set forth in Section 1 hereof shall constitute the standard street lights under this contract. Any other style or size of street lights that may be adopted by the City during the continuance of this agreement may be included in this contract by ordinance amending the same, after the annual charge to be paid by the city to the company has been agreed upon in writing. In the event the city desires to install at its own cost some special column or posts in locations where the city deems it wise or necessary, the company agrees to furnish lighting service on these special columns or posts at an annual charge which shall be agreed upon by the parties in writing and such agreement shall thereupon be incorporated in and made a part of this contract by ordinance amending the same.

SECTION 6. In the furnishing of the service herein provided for, said Kansas City Power & Light Company will not be held responsible for any failure in said service when such failure is due to act of God, floods, strikes or other occurrence or circumstance beyond its control.

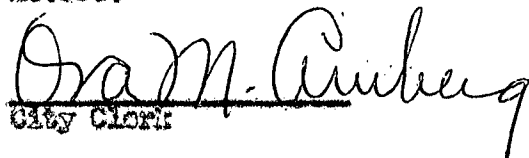
SECTION 7. Within thirty days (30) from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, the Kansas City Power & Light Company, its associates, successors, or assigns, shall file with the City Clerk of said city its written acceptance of the provisions hereof, and upon said acceptance being filed as herein provided, this ordinance shall constitute a contract between the City of Westwood Hills, Kansas and the said Kansas City Power & Light Company for the period set forth herein, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section, then this ordinance shall ipso facto cease and become null and void.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law.

Passed and approved this 3 day of April


Mayor

Attest:


City Clerk