

ARTICLE VIII

In witness whereof, the parties hereto have caused this contract to be executed by these duly authorized officers, the day and year first above written.

WESTERN LIGHT & TELEPHONE COMPANY, INC.

By xx x x x x x x x x xx President

ATTEST:

By xx x x x x x x xx Assistant Secretary

THE CITY OF SUM CITY, KANSAS

By xx x x x x x x xx Mayor

ATTEST:

By xx x x x x x x xx City Clerk

(Seal)

Section 2. Upon the passage and approval of this ordinance and its publication once in the Butler County Index which publication is hereby directed, two counterparts of the "Street Lighting Contract" embodied herein shall be prepared and signed in the name of the City by the Mayor and attested by the City Clerk, with the seal of the City affixed and when signed on behalf of Western Light & Telephone Company, Inc., by its President or Vice President, attested by its Secretary or Assistant Secretary, with the seal of the Company affixed, said agreement embodied herein shall become effective and constitute a valid and binding contract between the parties hereto, and the signing of such contract and delivery to the City Clerk of one such signed counterpart by Western Light & Telephone Company, Inc., shall be deemed an acceptance by it of this Ordinance. The other counterpart shall be delivered to the Company.

Passed and approved this 5th day of February, 1969.
[Signature] Mayor

ATTEST:
[Signature] City Clerk

(Seal)

EXTRACT FROM PROCEEDINGS OF THE GOVERNING BODY OF San City, KANSAS RELATING TO PASSAGE AND ADOPTION OF ORDINANCE NO. 47.

The Governing Body of San City, Kansas publicly met in Regular session at the regular meeting place in said city on the 5th day of February, 19 62. The meeting was called to order at 7:30 P. m.

Mayor Ray Crow presided and Ray Crow City Clerk recorded proceedings. The following members of the Governing Body were present:

George Hanson, John Larkin, A. L. Bullock, Glenn Hogard, Loren Bodenhamer

and the following members were absent: None

Thereupon, Loren Bodenhamer introduced proposed Ordinance No. 47 entitled:

AN ORDINANCE PROVIDING FOR THE PURCHASE OF ELECTRIC ENERGY FOR THE OPERATION OF THE STREET LIGHTING SYSTEM IN THE CITY OF San City, KANSAS, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH WESTERN LIGHT & TELEPHONE COMPANY, INC., FOR SUCH SERVICE,

which ordinance was read, explained and considered by the Governing Body. The motion of George Hanson that the ordinance be adopted was seconded by

A. L. Bullock. The ordinance was voted upon as follows:

YEA

NAY

ABSTAINED

John Larkin

George Hanson

A. L. Bullock

Glenn Hogard

Loren Bodenhamer

Thereupon, the Mayor declared Ordinance No. 47 adopted. The meeting adjourned upon motion duly made and seconded.

CERTIFICATE

Barber County) ss
State of Kansas)

I, Ray Crow City Clerk in and for the City of San City, Kansas, do hereby certify that the above is a true and complete copy of the proceedings of the Governing Body of San City, Kansas relating to the passage and adoption of Ordinance No. 47.

AN ORDINANCE PROVIDING FOR THE PURCHASE OF ELECTRIC ENERGY FOR THE OPERATION OF THE STREET LIGHTING SYSTEM IN THE CITY OF San City, KANSAS, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH WESTERN LIGHT & TELEPHONE COMPANY, INC., FOR SUCH SERVICE,

which ordinance was read, explained and considered by the Governing Body. The motion of George Harmon that the ordinance be adopted was seconded by

A. L. Bullock. The ordinance was voted upon as follows:

YEA

NAY

ABSTAINED

<u>John Larkin</u>	_____	_____	_____
<u>George Harmon</u>	_____	_____	_____
<u>A. L. Bullock</u>	_____	_____	_____
<u>Glen Hoyer</u>	_____	_____	_____
<u>Loren Bordenhauer</u>	_____	_____	_____
_____	_____	_____	_____

Thereupon, the Mayor declared Ordinance No. 47 adopted. The meeting adjourned upon motion duly made and seconded.

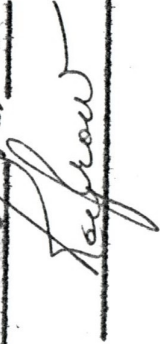
CERTIFICATE

Barber County) ss
State of Kansas)

I, Ray Cline City Clerk in and for the City of San City, Kansas, do hereby certify that the above is a true and complete copy of the proceedings of the Governing Body of San City, Kansas relating to the passage and adoption of Ordinance No. 47.

I further certify that the attached copy is a true, complete and correct copy of Ordinance No. 47, passed by the Governing Body on the 5th day of February, 19 62, and approved by the Mayor on the 5th day of 19 62 and to be first published in Barber County Times, the official newspaper of said city on the 5th day of February, 19 62. The record of the final vote on its passage is found on Page Journal .

IN WITNESS WHEREOF, I hereby subscribe my name and affix the official seal of said city this 5th day of February, 19 62.



City Clerk

(SEAL)

ORDINANCE NO. 47

AN ORDINANCE PROVIDING FOR THE PURCHASE OF ELECTRIC ENERGY FOR THE OPERATION OF THE STREET LIGHTING SYSTEM IN THE CITY OF Sun City, KANSAS, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH WESTERN LIGHT & TELEPHONE COMPANY, INC., FOR SUCH SERVICE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF Sun City, KANSAS:

Section 1. That the Mayor and City Clerk be and they are hereby authorized, directed and empowered to execute on behalf of said city a contract with Western Light & Telephone Company, Inc., for furnishing electric energy for the operation of the Street Lighting System in said city, which contract shall be in form substantially as follows:

CONTRACT FOR STREET LIGHTING SERVICE

This agreement made and entered into this 5th day of Feb., 1962 by and between WESTERN LIGHT & TELEPHONE COMPANY, INC., hereinafter called "Company" and the CITY of SUN CITY, KANSAS, hereinafter called "Customer".

ARTICLE I

For a period of 10 years from the date hereof the Company will furnish, erect, maintain, clean, repair and operate, in accordance with Street Lighting Rate Schedules 56-051-25 and 56-S1-1, attached hereto, electric street lights in the City of Sun City, Kansas and the Customer will receive and pay for this service at the rates stipulated in the schedule or schedules. The rate schedule or schedules above referred to constitutes the present legal rate of Company for the class of service contracted for and is subject to change by order of the legally constituted rate-making body having jurisdiction over the Company's rates.

ARTICLE II

The Customer will purchase the entire requirements for overhead street lighting in the City of Sun City, Kansas, from the Company and will operate a minimum of:

(a) Primary Traffic Street 10 - 6000 Lumens

(b) Residential Service 15 - 1000 Lumens

Company is to retain ownership of all street lighting equipment, with right to remove the same upon termination of this agreement.

ARTICLE III

The Customer will not levy any special assessment or license tax against the property of the Company used and useful in furnishing street lighting service.

ARTICLE IV

The Customer may, from time to time, cause to be increased the number of street lights by making written request upon Company, stating the number, capacity and location desired, such request to be made at least 90 days prior to the time such additional street lights are to be required by the Customer.

and the Customer will receive and pay for this service at the rates stipulated in the schedule or schedules. The rate schedule or schedules above referred to constitutes the present legal rate of Company for the class of service contracted for and is subject to change by order of the legally constituted rate-making body having jurisdiction over the Company's rates.

ARTICLE II

The Customer will purchase the entire requirements for overhead street lighting in the City of Sum City, Kansas, from the Company and will operate a minimum of:

(a) Primary Traffic Street 10 - 6000 Lumens

(b) Residential Service 15 - 1000 Lumens

Company is to retain ownership of all street lighting equipment, with right to remove the same upon termination of this agreement.

ARTICLE III

The Customer will not levy any special assessment or license tax against the property of the Company used and useful in furnishing street lighting service.

ARTICLE IV

The Customer may, from time to time, cause to be increased the number of street lights by making written request upon Company, stating the number, capacity and location desired, such request to be made at least 90 days prior to the time such additional street lights are to be required by the Customer. These additional lights will be installed at points not to exceed 300 feet from any existing Company street lights in cases where poles must be installed to carry the additional lights and wiring; and not to exceed 600 feet from any existing Company street light in cases where poles necessary to carry the additional lights and wiring are already installed.

The cost of any additional lights will be according to the rate schedule attached hereto.

Company agrees to change the location of any street light upon written request of City, provided City may be charged the actual cost of such moving.

ARTICLE V

The Customer will pay the Company on or before the 10th day of each calendar month, at the office of the Company, for the service rendered during the preceding month, an amount determined in accordance with the schedule of rates attached hereto and made a part of this contract.

ARTICLE VI

The Company will exercise all reasonable diligence to furnish Customer at all times service as herein contracted for but will not be liable in damages for any interruption, deficiency or failure of service. The Company reserves the right to interrupt the service when such interruption is necessary for repairs to its lines or equipment.

ARTICLE VII

If Customer should fail to perform any of its obligations under this contract, including prompt payment of monthly bills, the Company, may by giving written notice 10 days in advance, suspend delivery and will not be liable in any manner for loss or damage arising through such suspension, nor will such suspension interfere with the enforcement by Company of any other legal right or remedy. No delay by Company in enforcing any of its rights hereunder will be deemed a waiver of such rights, nor will a waiver by the Company of any one of Customer's defaults be deemed a waiver of any other, or subsequent default.

ARTICLE VIII

In witness whereof, the parties hereto have caused this contract to be executed by these duly authorized officers, the day and year first above written.

WESTERN LIGHT & TELEPHONE COMPANY, INC.

ATTEST:

By xx x x x x x x x x
Assistant Secretary

By xx x x x x x x x x
President

ATTEST:

By xx x x x x x x x x
City Clerk

THE CITY OF SUM CITY, KANSAS

By xx x x x x x x x x
Mayor

(Seal)

Section 2. Upon the passage and approval of this ordinance and its publication once in the Barber County Index which publication is hereby directed, two counterparts of the "Street Lighting Contract" embodied herein shall be prepared and signed in the name of the City by the Mayor and attested by the City Clerk, with the seal of the City affixed and when signed on behalf of Western Light & Telephone Company, Inc., by its President or Vice President, attested by its Secretary or Assistant Secretary, with the seal of the Company affixed, said agreement embodied herein shall become effective and constitute a valid and binding contract between the parties hereto, and the signing of such contract and delivery to the City Clerk of one such signed counterpart by Western Light & Telephone Company, Inc., shall be deemed an acceptance by it of this Ordinance. The other counterpart shall be delivered to the Company.