

## THE CITY OF SUN CITY

BARBER COUNTY

INCORPORATED DECEMBER 10, 1929

## SUN CITY, KANSAS

It is further agreed, that the entire said electric transmission and distribution system, shall remain the property of the said Charles S. Rood, except the street lighting system material as heretofore mentioned.

It is further agreed, that, this franchise shall be in full force and effect for a period of twenty (20) years from the date of the signing thereof.

This franchise shall be binding upon the signers hereto, and upon their executors, devisees, trustees, successors, and assignees.

The said Charles S. Rood, of Harper County, Kansas, and the mayor and councilmen of the said city of Sun City, Barber County, Kansas, (an incorporation), in witness thereof, have set their hands this 20th day of June 1930.

(Signed) CHARLES S. ROOD;  
H. E. FITTRO,  
Mayor.

Attest: WILL C. SHRIVER  
City Clerk  
(seal)

E. C. DAVIS

Councilman

S. J. SHEPLER

Councilman

ROY M. HARRIS

Councilman

# THE CITY OF SUN CITY

BARBER COUNTY

CITY CLERK'S OFFICE

INCORPORATED DECEMBER 10, 1929

## SUN CITY, KANSAS

(Published in the Barber County Index, August 14, 1930.)  
ORDINANCE No. 8.

### FRANCHISE

BE IT ORDAINED BY THE GOVERNING BODY OF SUN CITY, THAT:

This franchise made and entered into this 20th day of June 1930, by and between, Charles S. Rood, of Harper County, and the City of Sun City (an incorporation), of Barber County, Kansas.

Now, therefore, in consideration of the covenants and agreement, hereinafter set forth, the said Charles S. Rood agrees to construct and maintain an electric transmission and distribution system, within the city limits of the said city of Sun City, for the purpose of furnishing electric current for the inhabitants of the said city of Sun City, for the use of lights, heat and power.

It is further agreed, that, for each service connection made to the said electric transmission and distribution system, for the inhabitants of the said city of Sun City, the consumer shall pay to the said Charles S. Rood, the sum of \$40.00 (forty dollars) service connection charge. That, there shall be no meter deposit required from any consumer who pays the said \$40.00 (forty dollars), service connection charge, and, in no event, under the terms of this franchise shall any \$40.00 (forty dollar) service connection charge be refunded by the said Charles S. Rood.

It is further agreed, that any inhabitant of the said city of Sun City, who prior to the date of this franchise has paid to the said Charles S. Rood, a service connection charge in the amount of \$150.00 (one hundred fifty dollars), that within ninety (90) days from the date of this franchise this, said service connection charge of \$150.00 (one hundred fifty dollars), shall be refunded by the said Charles S. Rood, to the said inhabitant, or the inhabitant's assignee.

It is further agreed, that, the said Charles S. Rood shall furnish electric current for the inhabitants of the said city of Sun City, at the rate of twelve and one-half (12½) cents per kilowatt hour, for the first twenty-five (25) kilowatt hours used, ten (10) cents per kilowatt hour, for the second twenty-five (25) kilowatt hours used, and eight (8) cents per kilowatt hour, for all current used over 50 kilowatt hours, with a minimum charge of \$1.50, (one dollar fifty cents), per month.

It is further agreed, that, electric current shall be furnished for the inhabitants of the said city of Sun City, according to the present schedule, being from five (5) A. M. and that twenty-four (24) hour service shall be furnished at a time agreed upon between the said Charles S. Rood and the said city of Sun City, other than this franchise.

## SUN CITY, KANSAS

It is further agreed that, the said city of Sun City, does hereby grant to the said Charles S. Rood, the right and privilege to construct and maintain a high voltage electric transmission and distribution system, along, across, under and over the streets and alleys within the city limits of the said city of Sun City; that, the said Charles S. Rood shall have the right and privilege to set poles, towers, braces, anchors, or whatever is necessary for the proper construction of the said electric transmission and distribution system, along the streets and alleys of the said city of Sun City, but, in no case shall said poles, towers, braces, anchors or other fixtures, interfere with traffic or property. And all poles, towers, braces anchors and other fixtures, shall be placed in the alleys where practical. That, the said Charles S. Rood shall have the right and privilege to string high voltage overhead conductors along and across any street or alley within the city limits of the said city of Sun City. That, the said Charles S. Rood shall have the right and privilege to string, or lay high voltage underground conduits, along and across any street within the city limits of the said city of Sun City. All of the clauses in the above paragraph subject to the regulations now in force and such regulations that may hereafter be promulgated by the said City.

It is further agreed, that, the said electric transmission and distribution system may parallel or cross other utility systems already constructed within the city limits of the said city of Sun City, provided that where such parallel or crossing is made, the distance shall be such as prescribed by the laws of the State of Kansas. That, the said Charles S. Rood, shall be liable damage or interference with said other utility systems within the city limits of the said city of Sun City, where the damage or interference with said other utility systems within the city limits of the said city of Sun City, where the damage or interference is caused by improper construction or maintenance of the said electric transmission or distribution system, but, the said Charles S. Rood shall not be liable for damage or interference to said other utility systems, where, the said other utility systems are not properly constructed or maintained.

It is further agreed, that, if at any time during the term of this franchise, the said city of Sun City, desires street lights the said city of Sun City shall furnish the necessary material for proper construction of said street lighting system, and the said Charles S. Rood shall properly construct the said street lighting system, free of all charge, and the said street lighting system shall remain the property of the said city of Sun City. That, the said Charles S. Rood agrees to furnish electric current for the said city of Sun City, for the purpose of street lighting, at the rate of \$2.50, (two dollars fifty cents), per month per each 100-watt bulb, for service each night until one (1) A. M., or, in event of twenty-four (24) hour service, \$3.00 (three dollars), per month, per 100-watt bulb, for all night service each night.