

ORDINANCE NO. 84-24

*Repealed  
Ord # 84-24*

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GALENA, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 1985, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS: PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCES NUMBERED 83-16 AND 83-18 IN THEIR ENTIRETY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GALENA:

- SECTION 1: INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Galena, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 1985, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than three (3) copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 84-24, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.
- SECTION 2: In accordance with the provisions of Section 59 of the Standard Traffic Code, and when signs are erected giving notice thereof, drivers of vehicles shall stop or yield as the sign directs at every intersection before entering any of the following streets or parts of streets, which are hereby designated "through streets":
- All streets running North and South in the City of Galena, Kansas;  
East Fourth Street from Joplin Street to Euclid Avenue;  
East Fifth Street from Joplin Street to Euclid Avenue;  
East Sixth Street from Joplin Street to Euclid Avenue;  
East Eleventh Street from Main Street to Euclid Avenue;  
West Eleventh Street from Main Street to Dewey Avenue;  
Twelfth Street from Euclid Avenue to the State Line Road;  
West Thirteenth Street from Main Street to Dewey Avenue;  
East Thirteenth Street from Kellar Street to the State Line Road;  
East Seventeenth Street from Main Street to Wood Street;  
East Twenty-first Street from Main Street to the State Line Road;  
West Twenty-first Street from Main Street to the West City Limits;  
East Twenty-second Street from Main Street to Wood Street;  
East Twenty-third Street from Main Street to Wood Street;  
Jefferson Street and Columbus Street in Empire; and new streets that have been dedicated or brought within the City Limits by annexation or otherwise; and streets designated as through streets by previous ordinances or City Council action.
- SECTION 3: Penalty for Scheduled Fines. The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00). A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed Five Hundred Dollars (\$500.00).
- SECTION 4: Parties to a Violation. Every person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of, any act declared herein to be unlawful, whether individually or in connection with one or more other persons or as a principal, agent or accessory, shall be guilty of such offense, and every person who falsely, fraudulently, forcibly, or willfully induces, causes, coerces, requires, permits or directs another to violate any provision of this ordinance is likewise guilty of such offense.

SECTION 5: Offenses by Persons Owning or Controlling Vehicles. It is unlawful for the owner, or any other person, employing or otherwise directing the driver of any vehicle, to require or knowingly to permit the operation of such vehicle upon a highway in any manner contrary to this ordinance.

SECTION 6: Separability. If any part or parts of this ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining parts of this ordinance. The governing body hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts thereof would be declared invalid.

SECTION 7: Repeal. Ordinances numbered 83-16 and 83-18 are hereby repealed. in their entirety.

SECTION 8: Effective date. This ordinance shall take effect and be in force from and after its passage and publication in the official City paper, The Galena Sentinel-Times.

Passed by the Council this 18th day of December, 1984.

"The mayor being absent from the meeting, the ordinance took effect without his signature"

\_\_\_\_\_  
James Bankson

ATTEST:

Barbara Wilkins  
Barbara Wilkins, City Clerk

(SEAL)

THE EMPIRE DISTRICT ELECTRIC COMPANY  
MUNICIPAL ELECTRIC SERVICE AGREEMENT

Bill No. \_\_\_\_\_

Ordinance No. 84-25

AN ORDINANCE authorizing and providing a contract between the  
CITY OF GALENA, KANSAS

(hereinafter sometimes called the CITY) and The Empire District Electric Company (hereinafter sometimes called the COMPANY), its successors or assigns, for electric service and equipment to light the CITY's streets, alleys and public ways, electric service for light and power for the CITY's parks, other properties and public places, for a term of years, and specifying the prices to be paid for such lighting and power service, and the terms and conditions of such contract; and providing for discounts from rates, and for a payment by the COMPANY, and acceptance by the CITY of such discounts and such payment as full payment by the COMPANY of any Occupation Tax, Franchise Tax, License Tax or any similar tax or charge by the CITY for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; and providing further that said discounts and said payment shall not be taken in lieu of the CITY's right to collect motor vehicle license fees and any ad valorem tax on the COMPANY's real estate and personal property.

BE IT ORDAINED by the Governing Body of the City of Galena, Kansas

follows:

- ARTICLE 1: That said City of Galena, Kansas hereby authorized and does contract with The Empire District Electric Company, a corporation, its successors or assigns for electric service and equipment light the CITY's streets, alleys and public ways; and electric service for light and power for the CITY's parks, other properties and public places.
- ARTICLE 2: The CITY and the COMPANY mutually agree that this ordinance will constitute a contract and that all of its terms, conditions and provisions for payment shall be in effect for a period of one ( 1 ) years from 2-10-85 provided that same has been executed as provided in Article 15, and shall be automatically extended for a further period of one ( 1 ) years from each successive expiration date unless one party shall notify the other in writing not less than sixty (60) days prior to any such expiration date of its desire to terminate this agreement; and further providing that this contract shall not be effective for a total period exceeding ten (10) years; and further provided that the terms of Article 5 are not limited by the terms of Article 2.
- ARTICLE 3: The COMPANY agrees to furnish and the CITY agrees to use and pay for the street lighting service described in SPL Street Lighting data sheet, designated Exhibit A, attached hereto and made a part hereof, and for any and all additional street lighting service subsequently agreed upon under the terms of this contract or any amendment hereto, according to the rates and conditions set out in the Municipal Street Lighting Service Schedule SPL, attached hereto and made a part hereof.
- ARTICLE 4: When, by agreement with the CITY, the COMPANY shall install, own, operate and maintain street lights charged for under Schedule SPL, or is required to provide special or excessive electric facilities to serve CITY-owned street lighting systems served under Schedule SPL, there shall be charged, in addition to the rates hereinbefore set out, a Facilities Usage Charge, payable as herein provided, as mutually agreed upon by the parties.
- ARTICLE 5: It is agreed that the Facilities Usage Charge shall be computed at the rate set forth in Municipal Street Lighting Service Schedule SPL as now or in the future approved by competent authority having jurisdiction. Said rate shall be applied to the investment in COMPANY-owned street lights and special or excessive electric facilities to serve CITY-owned street lights utilized by the CITY under Schedule SPL. The total of such investment by the COMPANY is \$ 16,413.00 and the total of the Facilities Usage Charge shall be \$ 2,954.34 until additional street lights are requested by the CITY and installed by the COMPANY and this contract amended by written agreement. Such Facilities Usage Charge shall be due and payable by the CITY of Galena, Kansas, to the COMPANY so long as the street lights and/or special electric facilities herein referred to in Article 4 and its references shall be utilized by said CITY, but for a term of not less than ten (10) years from date hereof, and shall be payable as provided in said Schedule SPL.
- ARTICLE 6: The COMPANY agrees to change the location of any street lamp in use upon written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof.
- ARTICLE 7: The COMPANY shall furnish and the CITY shall take and pay for all electric service for municipal use, other than street lighting service, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to the rates and provisions of the filed standard rate schedules of the COMPANY, subject to the provisions of Municipal-General Power and Lighting Service (Rider M), attached hereto and made a part hereof.
- ARTICLE 8: The COMPANY agrees to pay to the CITY during the term of this contract and at such times as may be mutually agreed upon a sum equal to five ( 5 ) percent of the gross receipts collected by the COMPANY from the sale of all electric energy sold to all of COMPANY's customers within the present or future boundaries of the City of Galena, Kansas under rate schedules as now or in the future approved by the State Corporation Commission of Kansas or residential and commercial service ~~and other non-residential service at a rate not to exceed \$40.00 per month~~ to a maximum of twenty-five dollars (\$25.00) per month of the charges for service to all customers, with schools and churches being exempted.
- ARTICLE 9: The discounts provided in the attached Schedule and Rider, and in all applicable rates, rules and regulations of the COMPANY filed with competent authority having jurisdiction as now or hereafter promulgated, shall be allowed provided the CITY utilizes the COMPANY's service for its entire requirements for electric or power service and the COMPANY serves the CITY under the provisions of an electric franchise having an original term of not less than ten (10) years; and the amounts resulting from the above discounts and the payments made by the COMPANY to the CITY shall be accepted by the CITY as full payment of any Occupation Tax, Franchise Tax, License Tax or any similar tax or charge imposed upon the COMPANY by the CITY for the establishment, operation and maintenance of the COMPANY's facilities within the CITY; provided, however, that said discounts and said payment shall not be taken in lieu of the CITY's right to collect motor vehicle license fees or any ad valorem tax on the COMPANY's real estate and personal property.
- ARTICLE 10: The COMPANY agrees to protect the CITY and save it harmless from any and all loss, damage or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and all equipment owned by it, and used to supply service under this contract. The CITY agrees to protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property, which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the sole and proximate result of the COMPANY's negligence.
- ARTICLE 11: The COMPANY agrees to exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be furnished and maintained in a satisfactory manner.
- ARTICLE 12: The CITY agrees for the term of this contract to utilize the COMPANY's service for the purpose herein set forth, and that the electric service rendered the CITY hereunder shall be for its use alone, and shall not be resold, and that it will utilize no electric or power service from a source other than the COMPANY.
- ARTICLE 13: The rates and charges to be paid by the CITY herein are subject to change and amendment by application of the COMPANY to the State Corporation Commission of Kansas or other regulatory authority having jurisdiction. All terms, provisions and conditions of this Agreement, the distribution and sale of electric energy provided by the COMPANY hereunder, and the operating rules, regulations and practices of the COMPANY relating to such sale and distribution, are subject to and shall be governed by any valid and lawful supervision, review, change, amendment and modification by a competent regulatory authority having jurisdiction, and all valid and lawful orders of said authority.