

ORDINANCE NO. 32

AN ORDINANCE PROVIDING FOR ELECTRIC TRAFFIC CONTROL SYSTEM AT THE INTERSECTION OF RAINBOW BOULEVARD AND FIFTIETH STREET, PARTLY IN THE CITY OF WESTWOOD HILLS, KANSAS, AND PARTLY IN THE CITY OF WESTWOOD, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS AND GRANTEEES, TO FURNISH ELECTRIC TRAFFIC CONTROL SYSTEM 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 Kan-

sas as a foreign corporation for the purpose of generating and distributing electric energy, and

WHEREAS, the center of Rainbow Boulevard at the intersection with Fiftieth Street, is the boundary line between the city of Westwood Hills, Kansas, and the City of Westwood, Kansas, and at the intersection of said streets, traffic is inadequately controlled, and requires special safety lighting, and

WHEREAS, it is to the best interest of the City of Westwood Hills, Kansas, and its inhabitants, that an electric traffic control system be installed and operated at said intersection, the same to be located in part in the City of Westwood Hills, Kansas, and in part in the City of Westwood, Kansas:

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

Section 1. In order to promote the welfare, comfort, safety 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 traffic control system, there is hereby granted to 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, one electric traffic control system as described below:

Electric traffic control system at the intersection of Rainbow Boulevard and Fiftieth Street, in part within the City of Westwood Hills, Kansas, and in part within the City of Westwood, Kansas.

This traffic control system which consist of seven (7) standard 3-light units, the units to be supported on posts and mounted in a vertical position at the intersection, equipped with controller and necessary interconnecting cable, supplies with electricity through underground cable and equipped with two (2) pedestrian push buttons and two (2) traffic actuated treadles which shall operate 24 hours each day. The locations of these units shall be as shown upon the print attached hereto and made a part of this ordinance, and further identified by the signature of the Mayor of the City.

Kansas City Power & Light Company shall install said traffic control system, and be paid \$58.00 per month for such service, and the City of Westwood Hills, Kansas, agrees to pay as its portion of such cost for said traffic control system, and the service rendered, the sum of \$29.00 per month, such payment to be made monthly, and if payment therefore is not made within ten (10) days after rendition of bills therefor, then five percent shall be added to the amount of said bill.

The remaining \$29.00 of said total monthly charge shall be paid by the City of Westwood, Kansas, and if either the City of Westwood Hills, Kansas, or the City of Westwood, Kansas, shall fail to pay its respective portion of said monthly charge within ninety (90) days after rendition of bills therefor, then Kansas City Power & Light Company, at its option without further notice, shall have the right to discontinue service to the entire intersection, including the portion thereof located in Westwood Hills, Kansas, and the portion thereof located in Westwood, Kansas, and if service shall be discontinued to the entire intersection for the non-payment by either of said cities of its respective portion of the monthly charge, the liability and obligation of Kansas City Power & Light Company to both of said cities, and to the public under this contract shall cease and be at an end.

Section 2. All of the material and equipment which shall be installed and used in connection with said traffic control system, shall be and remain the property of Kansas City Power & Light Company.

Section 3. Kansas City Power & Light Company shall use reasonable diligence in providing continuous service for said traffic control system, but if the same shall fail to operate, the liability of the Company shall be only for the service as stated herein for the period in which such traffic control system shall fail to operate.

Section 4. In the furnishing of the service herein provided for, said Kansas City Power & Light Company will not be held responsible for any failure in such service when such failure is due to act of God, floods, strikes, or other occurrences or circumstances beyond its control.

Section 5. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas, the Kansas City Power & Light Company, its associates, its 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 6. 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 7 day of January 1952.

C. CHAUNCEY COX,
Mayor

(SEAL)
ATTEST:
ORA M. AMBERG
City Clerk

AFFIDAVIT OF PUBLICATION

State of Kansas, Johnson County, ss:

Lloyd Hoff

of Lawful age, being first duly sworn, depose and saith that he is the editor of Johnson County Herald, a weekly newspaper, regularly printed and published in Overland Park, County of Johnson, State of Kansas, and of general circulation in said County, and which said newspaper has been so continuously and uninterruptedly printed and published and admitted to the mails as second class matter in said County during the period of fifty-two consecutive weeks, immediately prior to the first publication of the notice hereinafter mentioned, and that a notice, of which a true copy is hereto attached, was printed and published in the regular and entire issue of each

number of said newspaper for 1 consecutive weeks, viz:

January 17, 1952

the first publication being made as aforesaid on the

17 day of January 19 52

Subscribed in my presence and sworn to before me

this 17 day of January 19 52

Mildred F. Allen

Notary Public in and for
Johnson Co., Kansas

My commission expires August 12, 1954.

IN THE COURT OF
JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

The within Proof of Publication approved.

Judge

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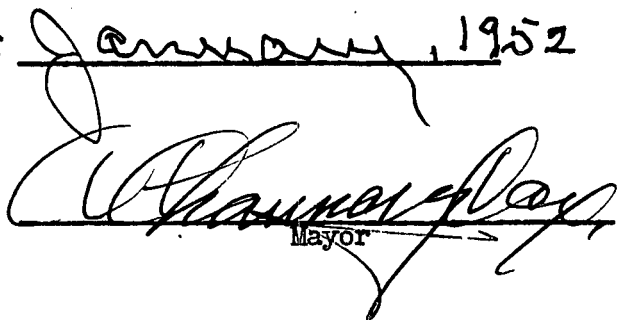
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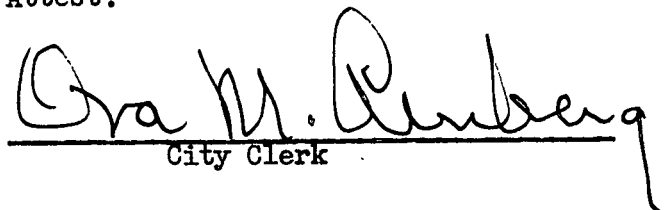
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Passed and approved this 7 day of January, 1952


Mayor

(Seal)

Attest:


City Clerk