LEVARIC SIGNAL SQUIPMENT.

VATER FROM MONTH TO MONTH UNLESS TERMINATED, AND MARING PROVISIONS FOR ADDITIONAL

SUCCESSORS, ASSIGNS, AND GRANTERS TO FURNISH AN ELECTRIC TRAFFIC CONTROL STSTER

WESTWOOD HILLS, KARSAS, CONTRACTING WITH RANGAS CITY PORTS & LIGHT CONTROL STSTER

AN ORDINANCE PROVIDING FOR AN ELECTRIC CONTROL STSTER

AN ORDINANCE PROVIDING FOR AN ELECTRIC CONTROL STSTEN

AN ORDINANCE PROVIDING FOR AN ELECTRIC CONTROL STSTEN IN THE CITY OF

WHEREAS, Lenses City Power & Light Company is a corporation duly created, sad existing by virtue of the laws of the State of Mansas as a foreign coraction for the purpose of generaling and distributing electric energy; and

WHEREAS, the center of Rainbow Bouleverd at the intersection with 50th Street is the boundary line between the City of Westwood Bills, Kenses, and the City of Westwood Bills, Kenses, and the City of Westwood Bills, Kenses, and the Street of Westwood Bills, W

WHEREAS, it is to the best interest of eatd City and its inhabitents that an electric traffic control system be operated and maintained.

HIFTS' NYMEYS: NON' LHEMEROUR' ER IL OMBVINED BA LHE GOARBHING BODA OB LHE CILA OB MERLHOOD

SECTION 1. In order to promote the welfere, comfort, safety, and conventence 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 the benefits to be derived by said City and the taking control system, there is hereby granted to kenses City Fower & Light Company for the term of this ordinance the right, suthority, and power to maintain in the City of this ordinance the right, suthority, and power to maintain at the intersection of 50th Street and Rainbow Bouleverd comfron mystem at the intersection of 50th Street and keinbow Bouleverd comfron mystem at the intersection of 50th Street and keinbow Bouleverd comfron mystem at the intersection of 50th Street and keinbow Bouleverd comfron mystem at the intersection controller and intersecting cable and secsebories.

The signel units in this traitic control system shell be mounted in vertical positions on posts or poles and shell be supplied with clectricity through underground cable connecting the verious signs! units with the controller and shall operate 34 hours each day. The location of the signs! units and the controller shall be as shown on the print attached to and made a part of this ordicatel and further identified by the signsture of the Mayor of the City.

Remeas City Fower & Light Company agrees to operate and maintain said traffic control system, and the City of Westwood Hills, Kanses, agrees to pay said Company the sum of \$32.80 per month as its portion of the total monthly rate of shall be made monthly, and if payment therefor is not made within ten (10) days shall be made monthly, and if payment therefor is not made within ten (10) days shall be made within the indeed to the amount of said bill.

The remaining \$32.80 of said total monthly charge shall be paid by the City of Westwood, Manasa, and if either the City of Westwood Hills, Manasa, or the City of Westwood, Manasa, and if either the City of Westwood, Manasa, shall fail to pay its respective portion of said manthly tharge within ninety (90) days after rendition of bills therefor, then Manasa City Power & Light Company, at its option and without further motice, shall have the right to discontinue services to the entire intersection, including the portion thereof located in the City of Westwood Mills, Manasa, and the pertion thereof located in the City of Westwood Mills, Manasa, and the pertion of the setter intersection of the monthly charge, the liability and obligation of its respective portion of the monthly charge, the liability and obligation of the contract shall cease and be at an end.

The rates and charges set forth herein are based on the existing weighted average hourly etraight time rate of bargaining unit employees of the Company of \$2.9158 per hour. In the event such average hourly rate of pay is increased or decreased five per cent or more, the charges for traffic signals shall be increased or decreased by 0.165 per cent for each full one per cent that such average hourly rate of pay is above or below \$2.9158.

In the event any tex or taxes are imposed by any governmental authority (1) upon the Company measured by the amounts of electric service delivered hereunder or by the revenue to it therefrom or (2) upon the electric service delivered by it hereunder or upon the sale by it thereof in excess of those now imposed and the Company is required to pay such tax or taxes, the City shall pay to the Company, in addition to the charges set forth herein, a sum equal to the aggregate amount of all such new or increased taxes so incurred by the Company.

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SECTION 2. The Company shall not be required to relocate any traffic signal unit or equipment after such has once been installed at a location designated by the City unless the City agrees in writing to pay to the Company the actual cost of such relocation.

SECTION 3. All of the material and equipment which shall be installed and used in connection with the said traffic signal system shall be and remain the property of Kensas City Power & Light Company.

SECTION 4. Kenses 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 5. 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 occurrence or circumstance beyond its control.

SECTION 6. The electric traffic control system set forth in Section 1 hereof shall constitute the basic traffic control system under this contract. However it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to add additional traffic signal equipment other than that described in Section 1 hereof, and it is agreed by said City and Kansas City Power & Light Company that if additional traffic signal equipment as described above in this Section 6 should be desired by the City, the same shall be installed and supplied upon and for the following rates:

ITSM	rate per month
Multi-dial controller replacing single-dial controller	\$7.75
Supplemental flash device	4.50

Such signal equipment to be installed and contracted for by resolution of the City and acceptance thereof by Kansas City Power & Light Company in the manner hereinafter set forth in Section 7 of this ordinance to be effective as a valid contract in the same manner and to the same extent as the contract for the signal system provided for in Section 1 of this ordinance. Any other item of traffic signal equipment that may be requested by the City during the continuance of this agreement different from those specifically provided for in this ordinance may be included in this contract by ordinance emending the same, after the monthly rate to be paid by the City to the Company has been agreed upon in writing.

SECTION 7. The Company further agrees that it will, at its own expense, install such additional traffic signal equipment provided for in Section 6 of this ordinance as may be required from time to time by the City when authorized by resolution duly adopted by the city and on written order signed by a legally authorized officer of said City to which there shall be attached a copy of such resolution, on the same conditions and at the same rates as are hereinbefore set. out; provided that the Company shall not be required to make such installation or installations unless it shall within thirty (30) days from and after the receipt by it of such resolution file with the City Clerk of said City its written acceptance thereof and upon said acceptance being so filed such resolution shall constitute a contract between the City of Westwood Hills, Kansas, and Kansas City Power & Light Company for the remaining period of this ordinance, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time prescribed in this section, then such resolution shall ipso facto cease and become null and void. The City of Westwood Hills, Kansas, agrees to accept and pay for such additional traffic signal equipment so ordered by it and upon the same conditions and at the same rates as are hereinbefore set out. Each resolution shall include a blueprint showing locations of additional traffic signal equipment and the blueprint shall be identified by the signature of the Mayor of the City.

SECTION 8. Within thirty (36) days from and after the publication of corporainance in the official paper of the city of Westwood Hills, dansas, dansas displayed City lower a Light Company, its associates, successors, or assigns shall fire with the City Clerk of said City its written acceptance of the provisions dereof and upon said acceptance being fired as herein provides, this ordinance shall constitute a contract between the City of Westwood Hills, dansas, and the said dansas City rower & Light Company for the period set forth herein, and in the event of the failure of the said Mansas 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 9. This ordinance shall cake affect and be in force from and after all purpose and its publication as provided by law and shall continue in affect for one (1) year and thereafter from month to month unless terminated by mutual consent or of sixty (00) days' written actice given by either party to the other.

wished by the Council the 12 may of February, 1967

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Thereupon, Ordinance No. 58 of the City of Westwood Hills, Kansas, being entitled:

"AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF WESTWOOD HILLS, KANSAS, CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEES TO FURNISH AN ELECTRIC TRAFFIC CONTROL SYSTEM FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF ONE (1) YEAR AND THEREAFTER FROM MONTH TO MONTH UNLESS TERMINATED, AND MAKING PROVISIONS FOR ADDITIONAL TRAFFIC SIGNAL EQUIPMENT."

was introduced and read, 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:

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granllinille	millians?	, , , , ,	
Nay			

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

City Power reasonable shall use Light Company gence in provide t Company snan use reasonance e in providing continuous service traffic control system, but if the sa I fail to operate, the liability of pany shall be only for the serv to operate shall be ted herein for the period raffic control system sha in wh ll fail operate.

SECTION 5. 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 occurrence or circumstance beyond its control. SECTION 6. The electric traffic control system set forth in Section 1 hereof shall constitute the basic traffic control system under this contract. However, it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to add additional traffic signal equipment other than that described in Section 1 hereof, and it is agreed by said City and Kansas City Power and Light Company that if additional traffic signal equipment as described above in this Section 6 should be desired by the City, the same shall be installed and supplied upon and for the desired by the installed and a following rates: the upon and supplied Item
Multi-dial controller replacing single
1: dial controller
Supplemental flash device

and the Company is required to pay such tax or taxes, the City shall pay to the Company, in addition to the charges set forth herein, a sum equal to the aggregate amount of all such new or increased taxes so incurred by the Company, SECTION 2. The Company shall not be relocate any traffic signal

required unit or

required to relocate any traffic signal unit or equipment after such has once been installed at a location designated by the City unless the City agrees in writing to pay to the Company the actual cost of such relocation.

SECTION 3. All of the material and equipment which shall be installed and used in connection with the said traffic signal system shall be and remain the property of Kansas City Power & Light Company.

for same

for

Rate Per

CITY OF WESTWOOD HILLS

(First Published in Johnson County Herald, Thursday, February 22, 1962)

ORDINANCE NO. 58

N ORDINANCE PROVIDING FOR AN ECTRIC TRAFFIC CONTROL SYSTEM THE CITY OF WESTWOOD HILLS, WASAS, CONTRACTING WITH KANSAS, YOWER & LIGHT COMPANY, ITS JUCCESSORS, ASSIGNS, AND GRANTEES TO FURNISH AN ELECTRIC TRAFFIC CONTROL SYSTEM FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF ONE (1) YEAR AND THERE-AFTER FROM MONTH TO MONTH UNLESS TERMINATED. AND MAKING PROVISIONS FOR ADDITIONAL TRAFFIC SIGNAL EQUIPMENT.

WHEREAS, 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 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, the center of Rainbow Bouleyard at the intersection with 50th Street is the boundary line between the City of Westwood Hills, Kansas, and the intersection of said streets requires special safety lighting; and

WHEREAS, it is to the best interest of said City and its inhabitants that an electric traffic control system be operated and maintained.

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, 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 the terms of the company for the terms of the company for the terms. derived by said City nts thereof through the operation of an electric system, there is herewas City Power

raffic control' system, there is hereby ranted to Kansas City Power & Light company for the term of this ordinance he right, authority, and power to mainin the City of Westwood Hills, Kannelectric traffic control system at tersection of 50th Street and Rainbulevard consisting of two (2) push is, seven (7) standard signal units, two (2) traffic actuated treadles hed with a controller and intercontecting cable and accessories.

The signal units in this traffic control ystem shall be mounted in vertical positions on posts or poles and shall be supplied with electricity through undergound able connecting the various signal units with the controller and signal units with th arric control

ugn various sig-and shall controller kyor of the City.

Kansas City Power. & Light Company
rees to operate and maintain said trafcontrol system, and the City of Westod Hills, Kansas, agrees to pay said
mpany the sum of \$32.80 per month as
portion of the total monthly rate of the continued in the co or the maintenance, oper of said system. Such operation, for payment if payment if payment en (10) days or, then five e be i made mon-is not made, w dition of bills hall be add rendition ent shall bill

The signal ur system shall be tions on posts plied with eleground cable control with the system shall be the system of the syste ground cable connecting the various and units with the controller and soperate 24 hours each day. The locat of the signal units and the control of the city.

Kansas City Power & Light Compagrees to operate and maintain said trific control system, and the City of the control system. wood Hills, Company the its portion o \$65.60 for the after rendition of bills therefor, then five per cent shall be added to the amount of said bill.

The remaining \$32.80 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, 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 and without further notice, shall have the right to discontinue service to the entire intersection, including the portion thereoi located in the City of Westwood Hills, Kansas, and the portion thereoi located in the City of Westwood Hills, Kansas, and the portion thereof located in the City of 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.

The rates and charges set forth herein are based on the existing weighted average hourly straight time rate of bargaining unit employees of the Company of \$2.9158 per hour. In the event such average hourly rate of pay is increased or decreased five per cent or more, the charges for traffic signals shall be increased or decreased by 0.165 per cent for each full one per cent that such average hourly rate of pay is above or below \$2.9158.

In the event any averamental authority (1)

e time prescribed in this section, the resolution shall ipso factor december of the resolution shall ipso factor december of the resolution of the resolutio to accept traffic sig nal equipment the same conc s as are here

additional additional apon the same conditions and at the same rates as are hereinbefore set out. Each resolution shall include a blueprint showing locations of additional traffic signal equipment and the blueprint shall be identified by the signature of the Mayor of the City.

SECTION 8. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, 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 Power & Light Company for the period set forth herein, and in the event of the fallure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section.

then this or become null and void.

ECTION 9. This ordinance shall to the and be in force from and a passage and its publication as publication as publication as publication as publication as publication of the control of the control of the control of the consent of by sixty (60) dieten notice given by either party other. a after as prol days' to the Council the

shall i void

APPROVED BY THE MAYOR /S/HAL S Mayor SANDY

null

ATTEST: /S/ORA M. AMBERG City Clerk

age ho \$2.9158 In the

\$2.9158.

In the event any tax or taxes are imposed by any governmental authority (1) upon the Company measured by the amounts of electric service delivered hereunder or by the revenue to it therefrom or (2) upon the electric service delivered by it hereunder or upon the sale by it thereof in excess of those now imposed



AFFIDAVIT OF PUBLICATION

State of Kansas, County of Johnson, ss:

LOYD NEFF

of lawful age, being duly sworn upon oath states that he is the Editor of the Johnson County Herald, that said newspaper has been published at least weekly, fifty (50) times a year, and has been so published for at least one year prior to the first publication of the attached notice.

That said paper has a general paid circulation on a weekly basis, was entered as second class matter July 17, 1924 at the postoffice at Overland Park, Kansas, under the Act of March 3, 1897, is not a trade, religious, or fraternal publication, and is printed in Johnson County, Kansas.

The attached notice is a true copy, and was printed and published in the regular and entire issue of the Johnson County Herald for..........consecutive weeks:

First week:	1962 to 1962	
Second week:		••••••
Third week:	······································	
Fourth week:		
Fifth week:	••••••	••••••
Sixth week:	soul/	\sim
Subscribed in my pr	esence and sworn t	o before me
this 22 day of	24 house	10 69

Johnson County, Kansas
My commission expires Fab 22, 1965

Notary Public in and for

Publication fee \$ 25.27
Affidavits, Notary's fee \$
Additional copies @ \$
Total publication fee \$ 36.27
* * * *
IN THECOURT OF JOHNSON COUNTY, KANSAS
State of Kansas, Johnson County, ss:
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The within Proof of Publication approved by

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