

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 MAINTAIN AN ELECTRIC TRAFFIC CONTROL SYSTEM FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF ONE (1) YEAR AND THREE MONTHS 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 Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and WHEREAS, the center of Rainbow Boulevard at the intersection with 50th Street is the boundary line between the City of Westwood Hills, Kansas, and the City of Westwood, 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 term of this ordinance the right, authority, and power to maintain in the City of Westwood Hills, Kansas, an electric traffic control system at the intersection of 50th Street and Rainbow Boulevard consisting of two (2) push buttons, seven (7) standard signal units, and two (2) traffic actuated crossovers equipped with a controller and interconnecting cable and accessories.

The signal units in this traffic control system shall be mounted in vertical positions on posts or poles and shall be supplied with electricity through underground cable connecting the various signal units with the controller and shall operate 24 hours each day. The location of the signal units and the controller shall be as shown on the print attached to and made a part of this ordinance and further identified by the signature of the Mayor of the City.

Kansas City Power & Light Company agrees to operate and maintain said traffic control system, and the City of Westwood Hills, Kansas, agrees to pay said Company the sum of \$32.00 per month as its portion of the total monthly rate of \$65.60 for the maintenance, operation, and service of said system. Such payment shall be made monthly, and if payment therefor is not made within ten (10) days after rendition of bills therefor, then five per cent shall be added to the amount of said bill.

The remaining \$32.00 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 and without further notice, shall have the right to discontinue service to the entire intersection, including the portion thereof 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 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 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 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.

SECTION 4. 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 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:

<u>ITEM</u>	<u>RATE PER MONTH</u>
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 herein-after 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 amending 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 (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 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 9. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law and shall continue in effect for one (1) year and thereafter from month to month unless terminated by mutual consent or by sixty (60) days' written notice given by either party to the other.

PASSED by the Council the 12th day of February, 1907.

APPROVED BY THE MAYOR.

H. S. S. S.
Mayor

Attest:

G. M. Ambury
City Clerk

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:

Yea Ray Atkinson, Hal Bunting, William Neff
Winthrop Williams

Nay _____

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

CITY OF WESTWOOD HILLS

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

ORDINANCE NO. 58

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM FOR 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.

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WHEREAS, the center of Rainbow Boulevard at the intersection with 50th Street is the boundary line between the City of Westwood Hills, Kansas, and the City of Westwood, 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.

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The signal units in this traffic control system shall be mounted in vertical positions on posts or poles and shall be supplied with electricity through underground cable connecting the various signal units with the controller and shall operate 24 hours each day. The location of the signal units and the controller shall be as shown on the print attached to and made a part of this ordinance and further identified by the signature of the Mayor of the City.

Kansas City Power & Light Company agrees to operate and maintain said traffic control system, and the City of Westwood Hills, Kansas, agrees to pay said Company the sum of \$32.80 per month as its portion of the total monthly rate of \$65.60 for the maintenance, operation, and service of said system. Such payment shall be made monthly, and if payment therefor is not made, within ten (10) days 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, 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 thereof 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.

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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

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 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.

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Item	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 Power & Light Company in the manner herein 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 amending 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.

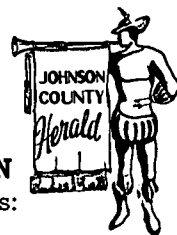
SECTION 8. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company, its associates, successors, or assigns shall file with the City Clerk of said City its written acceptance of the provisions 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 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 9. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law and shall continue in effect for one (1) year and thereafter from month to month unless terminated by mutual consent or by sixty (60) days' written notice given by either party to the other.

PASSED by the Council the 12th day of February, 1962.

APPROVED BY THE MAYOR.
/S/HAL SANDY
Mayor

ATTEST:
/S/ORA M. AMBERG
City Clerk



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 1 consecutive weeks:

First week: February 22, 1962

Second week: _____

Third week: _____

Fourth week: _____

Fifth week: _____

Sixth week: _____

Lloyd Neff
Lloyd Neff, Editor

Subscribed in my presence and sworn to before me

this 22 day of February, 1962

Margaret Treas
Notary Public in and for
Johnson County, Kansas

My commission expires Feb 22, 1965

Publication fee - - - - - \$ 35.27

Affidavits, Notary's fee - - - - - \$ _____

Additional copies - - - @ - - - \$ _____

Total publication fee - - - - - \$ 36.27

* * * * *

IN THE _____ COURT OF
JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

_____, 19____

The within Proof of Publication approved by

**Johnson County Herald—Fully qualified to
publish legal notices**

Case No.

Plaintiff.

vs.

Defendant.

PROOF OF PUBLICATION