

## **AGREEMENT FOR ADDITIONAL STREET LIGHTING CITY OF LEE'S SUMMIT, MISSOURI**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The Villas at Summit Ridge HOA (the "Association"), controlling association of properties within the Villas at Summit Ridge (the "Subdivision"), and the City of Lee's Summit, Missouri, ("City") a Missouri municipal corporation and home rule charter city.

**WHEREAS**, the City, by Resolution No. 06-04, adopted standards for minimum street lighting requirements ("Standard Street Light Requirements") within the City of Lee's Summit consisting of a 150-watt sodium vapor light on a steel pole; and

**WHEREAS**, the City leases the street light system from Kansas City Power & Light, its successors and assigns ("KCPL") and is billed monthly according to rates set by the Public Service Commission based on capital cost of the light, installation, maintenance, and energy costs; and

**WHEREAS**, currently street lights are installed in compliance with applicable standards on the public right-of-way within the Subdivision and conforming to the Standard Street Light Requirements; and

**WHEREAS**, the Association desires to provide one additional street light within the Subdivision, in excess of the Standard Street Light Requirements with regard to location, pole type and wire type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

**WHEREAS**, this agreement ensures the City will incur no additional costs from the installation of the proposed additional one street light.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Association and City do hereby covenant and agree to the following terms and conditions:

1. The Association, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install one additional street light, in the Subdivision. The street light shall comply in all respects with the Standard Street Light Requirements or as approved by the City Director of Public Works with respect to lighting with exception of location, pole type and wire type of the additional street light as a result of this agreement.
2. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to one additional street light being installed at the request of the Association.
3. On or before July 1, 2018, and July 1 of every subsequent fiscal year, the Association shall pay the City in advance, the full difference in annual cost, according to the rate schedule imposed by KCPL applicable to the City of Lee's Summit, in effect at that time for the one additional street light within the Subdivision.
4. In the event that payments are not made according to Paragraphs 2 and 3 of this Agreement, the City may at its option and upon 30 days written notice to the Association

request that KCPL remove the additional street light. The Association shall at all times have the obligation of providing the City with the address upon which such written notice shall be sent. Failure to provide this address or any change in the address shall waive the Association's right to notice under this paragraph. In the event that the City makes such a request, and KCPL removes the additional street lights, the Association shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to remove the additional street lights, then the Association's obligation under Paragraph 3 shall continue unabated.

5. The Association shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed additional street light. These provisions shall be consistent with the terms of this Agreement and subject to the approval of the City.
6. This contract shall be in effect from the date of its execution by the parties and terminate upon the expiration of the current contract with KCPL and may be extended for additional terms upon extension or renewal of the contract with KCPL.
7. The provisions of this Agreement shall inure to the benefit and bind the successors and assigns of the parties hereto and nothing herein contained shall prevent assignment of this Agreement hereunder by the Association.
8. The individual signing on behalf of the Association hereby represents and warrants that he has the authority to execute this document and to bind the Villas at Summit Ridge Home Owners Association in the manner specified herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

Villas at Summit Ridge

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal Affixed Here)

City of Lee's Summit

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Stephen A. Arbo  
City Manager

Attest:

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Trisha Fowler Arcuri  
City Clerk

Approved as to Form:

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Nancy Yendes, Chief Counsel of Infrastructure and Planning  
Office of the City Attorney

