

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

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The Midwest Division LSH LLC ("HCA Midwest"), controlling association of properties within HCA Midwest (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**, street lights could be 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**, HCA Midwest desires to provide four upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to location 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 four upgraded street lights.

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


1. HCA Midwest, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install four (4) upgraded street lights, in the Subdivision. The street light shall comply in all respects with the Standard Street Light Requirements with exception of pole type and fixture type.
2. Upon installation of the upgraded street lights, HCA Midwest shall pay the City the pro-rated actual difference in cost incurred by the City from Standard Street Lights for each of the four (4) upgraded street lights being installed at the request of HCA Midwest.
3. On or before July 1, 2018, and July 1 of every subsequent fiscal year, HCA Midwest 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 four (4) upgraded street lights 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 HCA Midwest request that KCPL replace the four upgraded street lights with the Standard Street Light. HCA Midwest 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 HCA Midwest's right to notice under this paragraph. In the event that the City makes such a request, and KCPL replaces the upgraded street lights, HCA Midwest shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to replace the upgraded street lights, then HCA Midwest's obligation under Paragraph 3 shall continue unabated.

5. HCA Midwest shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed upgraded street lights. 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 HCA Midwest.
8. The individual signing on behalf of HCA Midwest hereby represents and warrants that he has the authority to execute this document and to bind The Midwest Division LSH LLC in the manner specified herein.

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

HCA Midwest

  
\_\_\_\_\_  
By:     Matt Sogard      
Title:     CEO    

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

