

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

THIS AGREEMENT is made this _____ day of _____, 20____ between The Park Ridge CID (the "Association"), controlling association of properties within the Park Ridge 5th Plat (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 new 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 at the City's expense; and

WHEREAS, the Association desires to provide four (4) additional, upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to location, pole type and fixture type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

WHEREAS, the Association desires to provide five (5) upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to pole type and fixture 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 four (4) street lights and the upgrade to five (5) street lights.

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 four (4) additional, upgraded street lights and five (5) upgraded street lights, in the Subdivision. All street lights shall comply in all respects with the Standard Street Light Requirements with the exception of location of the additional and upgraded street lights, and all street lights shall be upgraded in regard to pole type and fixture type:
2. The street lights shall be installed at the following locations: Two additional, upgraded street lights will be installed on NE Park Bluffs Dr between the intersections of NE Aberdeen Dr and NE Woodside Cir, and two additional, upgraded street lights will be installed on NE Park Bluffs Dr between the intersections of NE Woodside Cir and NE Parks Summit Blvd. The upgraded street lights will be installed at the intersection of NE Park Bluffs Dr and NE Aberdeen Dr, the intersection of NE Park Bluffs Dr and NE

Woodside Cir, the intersection of NE Park Bluffs Dr and NE Parks Summit Blvd, the intersection of NE Parks Summit Blvd and NE Blue Stone Dr and the intersection of NE Seneca Terr and NE Catalina Ave.

3. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to four (4) additional street lights being installed at the request of the Association and pay the City the pro-rated actual difference in cost incurred by the City from Standard Street Lights for each of the five (5) upgraded street lights.
4. On or before July 1, 2016, 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.
5. 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 four (4) street lights and replace the five (5) upgraded street lights with street lights meeting the "base" level of lighting requirements. 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.
6. 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.
7. 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.
8. 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.
9. 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 Association in the manner specified herein.

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

Park Ridge CID

By: _____

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal Affixed Here)

City of Lee's Summit

Stephen A. Arbo
City Manager

Attest:

Denise Chisum
City Clerk

Approved as to Form:

Office of the City Attorney