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 3rd and 4th Plats (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 one (1) additional, upgraded street light 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 three (3) 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 one (1) street light and the upgrade to three (3) 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 one (1) additional, upgraded street light and three (3) 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 light, 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. The additional, upgraded street light will be installed between 4538 and 4542 NE Alhambra Drive. The upgraded street lights will be installed between 1728 and 1732 NE Aberdeen Drive, 4517 NE Alhambra Drive and 1920 NE Park Ridge Circle.

3. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to one (1) additional street light 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 three (3) 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 street light and replace the three (3) 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