

**AGREEMENT BY AND BETWEEN  
THE CITY OF LEE'S SUMMIT, MISSOURI  
AND  
THE LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and the Lakewood Property Owners Association, Inc. (hereinafter "LPOA").

**WITNESSETH:**

**WHEREAS**, the City is the owner of certain salt and sand (hereinafter collectively referred to as "Salt") held at storage facilities located within the corporate boundaries of the City, as well as certain vehicles and equipment used in the treatment of streets and right of ways which are affected by the accumulation of ice and snow; and

**WHEREAS**, the LPOA is a non-profit corporation, organized and operating under the laws of the State of Missouri, and services the Lakewood Subdivision, which is a residential subdivision located within the corporate boundaries of the City; and

**WHEREAS**, the LPOA wants to continue to provide snow and ice removal services to City owned streets and right of ways which are located within the boundaries of the LPOA; and

**WHEREAS**, the City and the LPOA have entered into prior agreements providing for snow and ice removal services under similar terms and conditions for a number of years which have been mutually beneficial.

**NOW THEREFORE**, in light of the mutual covenants and the good and valuable consideration recited herein, the parties hereto agree as follows:

1. Definition: The term "Property", as used in this Agreement, refers to any and all City owned streets and right of ways which are currently located within or may in the future be located within the corporate boundaries of the LPOA, for which the LPOA will be responsible for snow and ice removal pursuant to paragraph 2.b. below and more particularly set out on Exhibit A; provided, however that the Property does not include the City owned streets listed in Exhibit A, which is attached hereto and incorporated herein by reference, for which the City will responsible for snow and ice removal.
2. Obligation of the Parties:
  - a. The City agrees to:
    - i. Transfer title to a 2011 F-450 4x4 flat dump bed with sander and 8.5 foot plow, VIN 1FDUF4HT4BEB41905. The City will provide a vehicle no more often than every five (5) years as vehicles become available for the City to provide from its inventory of appropriate vehicles. The vehicle is intended to be provided without cost to the LPOA and the City will reimburse any sales tax liability arising from such transfer up to \$1,000.00 for each vehicle transferred under this agreement.
    - ii. Allow LPOA employees and agents access to the City's Salt storage facilities during regular business hours for the purpose of obtaining Salt for use in providing snow and ice removal services to the Property. City employees will load the Salt into the Vehicle when Salt is obtained in this manner. LPOA may

also request the City to deliver Salt to the LPOA salt storage facility upon the condition that at least 72 hours prior notice has been given. The LPOA certifies that its salt storage facility is in compliance with all applicable provisions of local, state, and federal law. Further, all provisions of this section are subject to the provisions of Section 8 of this Agreement.

b. The LPOA agrees to:

- i. Acknowledge receipt of the Vehicle in writing within 10 days of receipt of the Vehicle, and execute any document needed in order to effectuate the transfer of the Vehicle to the LPOA and do all things necessary to transfer ownership of said Vehicle to the LPOA including paying any sales or other taxes owed as a result of such transfer except for the reimbursement amount from the City set out in paragraph 2.b supra.
- ii. Provide snow and ice removal services to the Property on those streets set out on Exhibit A unless specifically denominated the City's responsibility on Exhibit A. LPOA agrees to plow and treat all streets and surfaces within 36 hours of the end of snowfall. LPOA recognizes that its failure to perform its obligations as aforesaid will result in the City having to respond in order to service the Property. In the event that the LPOA fails to respond in accordance with the timeframe set forth above, and the City responds by plowing and treating any portion of the Property, the LPOA agrees to reimburse the City for the time and expense of so responding.
- iii. Obtain Salt from the City, as needed, in the manner prescribed in Section 2.a(ii) above.

3. No Representations, Warranties or Guaranties: The City provides the Vehicle and Salt "as is" and "where is", and there are no presentations, warranties or guaranties, implied or otherwise, concerning the quality of condition of the Vehicle or Salt, or the fitness or suitability of the Vehicle, Salt for any particular use.
4. Assumption of Risk: The LPOA assumes all risk relating in any way to this Agreement, including, without limitation, all assumption of risk or loss pertaining to the performance of its duties under this Agreement.
5. Term: The term of this Agreement is for 4 (four) years from the date of this Agreement. The Agreement will automatically renew for a successive 1 (one) year term unless terminated by either party in writing by giving 30 (thirty) days' notice prior to the expiration of the current term. It is intended that this agreement shall supersede any and all prior agreements between the parties with respect to snow and ice removal on the streets listed and transfer of any vehicles or use of City salt and therefore any such previous agreement(s) shall terminate upon execution of this agreement by both parties except for any responsibility for indemnification of the City and any insurance coverage to which the City is entitled shall specifically survive such termination of a previous agreement.
6. Termination for Non-Performance: The City may terminate for non-performance at any time in the event the LPOA fails to perform in the manner specified in Section 2(b) above. The thirty (30) day advance notice requirement set forth in the immediately preceding section shall not apply to termination for non-performance.
7. Indemnification: The LPOA shall indemnify, release, defend, become responsible for and forever hold harmless the City and its respective officers, agents, employees, elected

officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of alleged or actual bodily injury or death received or sustained, or other alleged or actual loss or damage received or sustained, by any person, persons, entity or property, arising out of or resulting from any act, error, omission, or intentional act of the LPOA or its agents, employees or representatives, in any way connected with the loading, use, transportation and storage of the Vehicle, the services provided by the LPOA under this Agreement or any other matter pertaining to this Agreement.

8. Amendments to this Agreement: Any amendment to this Agreement shall be in writing and executed by the parties hereto.
9. Effect of Shortage: The LPOA's ability to obtain Salt under this Agreement is contingent upon the presence of sufficient amounts of Salt to meet the needs of the City. In the event that the City determines that the provision of Salt to the LPOA would adversely deplete the City's Salt reserves, then the LPOA may obtain Salt in a proportionately decreasing manner that is consistent with the average amount of Salt used by the LPOA. The City shall determine the amounts to be provided to the LPOA under this provision. The LPOA's obligations under this Agreement are not affected by any shortage of Salt or the decreased ability to obtain Salt from the City.
10. Invalidation by Court Action. Invalidation of any part of this Agreement by judgment or other court action shall in no way affect and other provisions, which shall remain in full force and effect.
11. Approval. This Agreement shall become effective upon approval by the governing bodies of the parties.
12. Insurance. LPOA shall procure and maintain during the term of this Agreement, commercial general liability insurance with limits not less than \$2,000,000 and naming the City as an additional insured, business automobile liability insurance with limits not less than \$2,000,000 each occurrence bodily injury and property damage, combined single limits, extended to include all owned, non-owned and hired vehicles that perform services for this Agreement. In addition, LPOA shall maintain a statutory workers' compensation program applicable in the State of Missouri. LPOA shall furnish to City certificates of insurance on an annual basis during the term of this Agreement. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation of any changes of insurers to City.
13. Entire Agreement; No third Party Beneficiaries. This Agreement is the entire agreement between the Parties concerning its subject matter, and supersedes all prior agreements and understandings, whether or not written. This Agreement is not intended to confer upon any person, other than the Parties, any rights or remedies hereunder.
14. Employment Status. Nothing in this Agreement shall be construed to create an employment relationship between the employees of LPOA and City.
15. Notice. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

CITY: City of Lee's Summit, Director of Public Works  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, Missouri 64063

LPOA: Lakewood Property Owners Association  
651 NE Saint Andrews Circle  
Lee's Summit, Missouri 64064

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

CITY OF LEE'S SUMMIT

\_\_\_\_\_  
William A. Baird, Mayor

ATTEST:

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes  
Chief Counsel, Infrastructure and Planning

The Lakewood Property Owners Association

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

EXHIBIT A

Streets Where City Will Perform Snow and Ice Removal

<b>QUAD</b>	<b>STREET</b>	<b>SUFFIX</b>	<b>SUBDIVISION</b>
NE	BEECHWOOD	DR	LAKE LEES SUMMIT
NE	DICK HOWSER	DR	EAST LAKE VILLAGE
NW	LAKE	DR	LAKE LEES SUMMIT
NE	LAKESWOOD	BLVD	LAKE LEES SUMMIT
NW	LAKESWOOD	BLVD	LAKE LEES SUMMIT
NE	NORTHGATE	XING	LAKESWOOD OAKS
NE	LAKE POINTE	DR	LAKESWOOD SHORES
NE	SHORELINE	DR	LAKESWOOD SHORES
NE	FAIRWAY HOMES	DR	VILLAGES OF LAKESWOOD FAIRWAY HOMES
NE	ST ANDREWS	CIR	VILLAGES OF LAKESWOOD FAIRWAY HOMES

Streets Where LPOA Will Perform Snow and Ice Removal

<b>QUAD</b>	<b>STREET</b>	<b>SUFFIX</b>	<b>SUBDIVISION</b>
NW	CIMARRON	ST	CLUBHOUSE COTTAGES OF LAKESWOOD
NW	GREENVIEW	DR	CLUBHOUSE COTTAGES OF LAKESWOOD
NW	GREENVIEW	CT	CLUBHOUSE COTTAGES OF LAKESWOOD
NW	REDSPIRE	ST	CLUBHOUSE COTTAGES OF LAKESWOOD
NE	ASHMONT	PL	EAST LAKE VILLAGE
NE	BROCKTON	DR	EAST LAKE VILLAGE
NE	BROCKTON	DR	EAST LAKE VILLAGE
NE	CHELMSFORD	CT	EAST LAKE VILLAGE
NE	COURTNEY	DR	EAST LAKE VILLAGE
NE	DICK HOWSER	CT	EAST LAKE VILLAGE
NE	DARTMORE	CT	EAST LAKE VILLAGE
NE	DICK HOWSER	CT	EAST LAKE VILLAGE
NE	DUNDEE	CIR	EAST LAKE VILLAGE
NE	HAMPSTEAD	DR	EAST LAKE VILLAGE
NE	MAPLEGATE	DR	EAST LAKE VILLAGE
NE	MAPLEGATE	CT	EAST LAKE VILLAGE
NE	MEDFORD	DR	EAST LAKE VILLAGE
NE	NEWBURY	CT	EAST LAKE VILLAGE
NE	PEMBROKE	LN	EAST LAKE VILLAGE
NE	PLUMBROOK	PL	EAST LAKE VILLAGE
NE	RUSHBROOK	DR	EAST LAKE VILLAGE
NE	RUSHBROOK	CT	EAST LAKE VILLAGE
NE	RUSHBROOK	PL	EAST LAKE VILLAGE
NE	SILVERLEAF	PL	EAST LAKE VILLAGE
NE	SUNDERLAND	CT	EAST LAKE VILLAGE
NE	WALNUT RIDGE		EAST LAKE VILLAGE
NE	WARRINGTON	CT	EAST LAKE VILLAGE
NE	WICKLOW	CT	EAST LAKE VILLAGE
NE	DEL LAGO	CT	ENCLAVE AT LAKESWOOD POINTE
NW	ALPINE	CT	LAKE LEES SUMMIT
NW	ASPEN	ST	LAKE LEES SUMMIT

NW	ASPEN	CT	LAKE LEES SUMMIT
NE	BASSWOOD	DR	LAKE LEES SUMMIT
NE	BASSWOOD	CIR	LAKE LEES SUMMIT
NE	BEECHNUT	CT	LAKE LEES SUMMIT
NE	BEECHWOD	DR	LAKE LEES SUMMIT
NE	BEECHWOOD	CIR	LAKE LEES SUMMIT
NE	BEECHWOOD	CT	LAKE LEES SUMMIT
NW	BIRCH	ST	LAKE LEES SUMMIT
NW	BIRKDALE	CT	LAKE LEES SUMMIT
NW	BIRKDALE	PL	LAKE LEES SUMMIT
NW	BLUEJACKET	DR	LAKE LEES SUMMIT
NW	BLUEBEECH	PT	LAKE LEES SUMMIT
NW	BRAMBLE TRL		LAKE LEES SUMMIT
NW	BRAMBLE TRL	CT	LAKE LEES SUMMIT
NW	BRAMBLE TRL	CIR	LAKE LEES SUMMIT
NW	BURR OAK	CT	LAKE LEES SUMMIT
NW	CANDLEBARK	CT	LAKE LEES SUMMIT
NE	CHINQUAPIN	CT	LAKE LEES SUMMIT
NW	CIMARRON	ST	LAKE LEES SUMMIT
NW	CYPRESS	ST	LAKE LEES SUMMIT
NW	FOXTAIL	CIR	LAKE LEES SUMMIT
NW	FOXTAIL	CT	LAKE LEES SUMMIT
NW	HACKBERRY	ST	LAKE LEES SUMMIT
NW	HEMLOCK	ST	LAKE LEES SUMMIT
NW	HICKORY	ST	LAKE LEES SUMMIT
NW	HONEYSICKLE	ST	LAKE LEES SUMMIT
NW	IRONBARK	ST	LAKE LEES SUMMIT
NW	JUNIPER	ST	LAKE LEES SUMMIT
NE	KINGWOOD	CT	LAKE LEES SUMMIT
NE	KINGWOOD	PL	LAKE LEES SUMMIT
NE	LACEWOOD	CIR	LAKE LEES SUMMIT
NE	LACEWOOD	CT	LAKE LEES SUMMIT
NW	LOBO	CT	LAKE LEES SUMMIT
NW	LOCUST	ST	LAKE LEES SUMMIT
NE	LOGWOOD	CT	LAKE LEES SUMMIT
NE	LOGWOOD	CIR	LAKE LEES SUMMIT
NW	PONDEROSA	ST	LAKE LEES SUMMIT
NW	POPLAR	ST	LAKE LEES SUMMIT
NW	REDWOOD	CT	LAKE LEES SUMMIT
NE	ROSEWOOD	CT	LAKE LEES SUMMIT
NW	SHAGBARK	ST	LAKE LEES SUMMIT
NW	SPRUCE	ST	LAKE LEES SUMMIT
NW	TEAKWOOD	ST	LAKE LEES SUMMIT
NE	WOODLAND	CT	LAKE LEES SUMMIT
NW	WOODS CHAPEL	RD	LAKE LEES SUMMIT
NE	HOWSER	DR	LAKE POINTE
NE	SEQUOIA	ST	LAKESHORE TOWNHOMES/LAKESHORE BAY TOWNHOMES
NE	BAYVIEW	DR	LAKESIDE BAY
NE	EDGEWATER	DR	LAKESIDE BAY
NW	BRADFORD	ST	LAKESIDE FOREST

NW	PRIMROSE	LN	LAKEWOOD FOREST
NW	PRIMROSE	CT	LAKEWOOD FOREST
NW	WINDING WOODS	CT	LAKEWOOD FOREST
NE	NORTHGATE	LN	LAKEWOOD OAKS
NE	NORTHGATE	CT	LAKEWOOD OAKS
NE	NORTHGATE	CIR	LAKEWOOD OAKS
NE	PERSIMMON	CIR	LAKEWOOD OAKS
NE	PERSIMMON	LN	LAKEWOOD OAKS
NE	QUARTZ	DR	LAKEWOOD OAKS
NE	WEDGEWOOD	LN	LAKEWOOD OAKS
NE	WEDGEWOOD	CT	LAKEWOOD OAKS
NE	OE LA MAR	PL	LAKEWOOD POINTE VILLAS
NE	DE LAMAR	DR	LAKEWOOD POINTE VILLAS
NE	DE LA MAR	CT	LAKEWOOD POINTE VILLAS
NE	OE LA MAR	CIR	LAKEWOOD POINTE VILLAS
NE	LAKE POINTE	CIR	LAKEWOOD SHORES
NE	SEABROOK	LN	LAKEWOOD SHORES
NE	SEABROOK	CIR	LAKEWOOD SHORES
NE	SEABROOK	CT	LAKEWOOD SHORES
NE	SHORELINE	PL	LAKEWOOD SHORES
NE	CHANNEL	CIR	LANDINGS AT LAKEWOOD
NE	HOIT	DR	LANDINGS AT LAKEWOOD
NE	LANDINGS	DR	LANDINGS AT LAKEWOOD
NE	LANDINGS	CT	LANDINGS AT LAKEWOOD
NE	LANDINGS	CIR	LANDINGS AT LAKEWOOD
NE	EDMONSON	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	EDMONSON	CT	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	JACQUES	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	TREMONT	CIR	SOUTHPOINTE AT EAST LAKE VILLAGE
NE	TREMONT	CT	SOUTHPOINTE AT EAST LAKE VILLAGE
NW	COTTONWOOD	DR	SPRING MEADOWS
NE	AVENTURA	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	BURNING TREE	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	FAIRINGTON	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	FAIRWAY HOMES	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	INVERRARY	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	LACOSTA	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	OLYMPIC	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PANTHER VALLEY	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PEBBLE BEACH	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	PINEHURST	ST	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	SAWGRASS	DR	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	SAWGRASS	CT	VILLAGES OF LAKEWOOD FAIRWAY HOMES
NE	CLEARBROOK	DR	WEST LAKE VILLAGE
NE	COVE	DR	WEST LAKE VILLAGE
NE	SHOREVIEW	CT	WEST LAKE VILLAGE
NE	SHOREVIEW	DR	WEST LAKE VILLAGE
NE	WOOD GLEN	LN	WEST LAKE VILLAGE
NE	WOODRIDGE	DR	WEST LAKE VILLAGE

