

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

THIS AGREEMENT is made this _____ day of _____, 20____ between Park Ridge Community Improvement District (the "Association"), controlling association of properties within the Trails of Park Ridge – 4th 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 or 7500-lumen LED, on a steel pole; and

WHEREAS, the City leases the street light system from Evergy, formerly Kansas City Power & Light, its successors and assigns ("Evergy") 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 (hereinafter "contract with Evergy"); and

WHEREAS, the street lights will 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, the Association desires to provide three additional 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, the additional street lights are provided to meet City standard criteria for roadway design at the developer/engineer option; and

WHEREAS, this agreement ensures the City will incur no additional costs from the installation of the proposed additional three 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 may authorize, that Evergy install three additional street lights, in the Subdivision. The street lights shall comply in all respects with the Standard Street Light Requirements with exception of location.
2. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to three additional street lights being installed at the request of the Association as such costs become due under the contract with Evergy.
3. On or before July 1, 2021, and July 1 of every subsequent fiscal year, the Association shall pay the City, the full difference in annual cost, according to the rate schedule imposed by Evergy applicable to the City of Lee's Summit, in effect at that time for the three additional 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 the Association may collect the amounts owed under this agreement by any lawful collection means and association shall pay, in addition to the amount owed, interest set by statute and all costs of collection efforts.
5. The Association shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed additional three 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 Evergy and may be extended for additional terms upon extension or renewal of the contract with Evergy.
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 Park Ridge Community Improvement District in the manner specified herein.

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

SUBDIVISION NAME

*Park Ridge Community
Improvement District*

By: *[Signature]*

Title: *Michael D. Atcheson*
Chairman

Attest:

By: _____

Title: _____

(Corporate Seal Affixed Here)

City of Lee's Summit

Stephen A. Arbo
City Manager

Attest:

Trisha Fowler Arcuri
City Clerk

Approved as to Form:

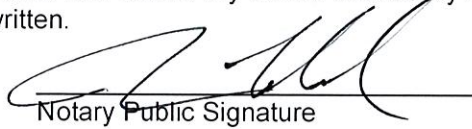
Nancy Yendes, Chief Counsel of Infrastructure and Planning
Office of the City Attorney

NON-PROFIT CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

ON THIS 11th day of December, 2019, before me personally appeared Michael D. Atcheson, Chairman Member/Manager of Park Ridge Community Improvement District to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as the free act and deed of said non-profit corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri, the day and year firsts above written.


Notary Public Signature

Robin McCormick
Printed or Typed Name

My Commission Expires:

Sept 4 2020



ROBIN MCCORMICK
My Commission Expires
September 4, 2020
Cass County
Commission #12379205