

AGREEMENT BETWEEN THE CITY OF ROELAND PARK, KANSAS, AND CITY OF
WESTWOOD, KANSAS, FOR THE OPERATION AND MAINTENANCE OF
STREETLIGHTING SYSTEMS

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF ROELAND PARK, KANSAS ("Roeland Park") and the CITY OF WESTWOOD, KANSAS ("Westwood"), (collectively, "the Parties"), each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, the Mission Road, 47th Street to 53rd Street streetlighting system, as shown in Appendix "A" (the "Streetlighting System"), attached hereto and incorporated herein by this reference is primarily located in Roeland Park but provides lighting to both the Roeland Park and Westwood sides of Mission Road; and

WHEREAS, the Governing Bodies of both cities have previously approved the installation of the Mission Road, 47th Street to 53rd Street Streetlighting System; and

WHEREAS, K.S.A. 12-2908 authorizes the Parties hereto to cooperate in operating and maintaining the aforesaid Streetlighting System which is the property of the two cities as indicated in Appendix "A"; and

WHEREAS, the Governing Bodies of both Parties hereto have determined to enter into this Agreement for the aforesaid purpose as authorized and provided for by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of Westwood Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 2025 and

WHEREAS, the Governing Body of Roeland Park, Kansas, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 2 day of March, 2025 and

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. DURATION OF AGREEMENT: The Parties hereto agree that this agreement shall exist for the lifetime of the Streetlighting System, unless sooner terminated by written notice presented by either party.
2. NO LEGAL ENTITY CREATED: There will be no separate legal entity created under this Agreement. The Parties to this Agreement shall be responsible for the administration of this Agreement.
3. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to fund the operation and maintenance of Streetlighting System listed in Appendix "A", equally between Roeland Park and Westwood.
4. OWNERSHIP & INSURANCE OF SYSTEM: The Parties acknowledge that the Streetlighting System is owned and maintained by the City of Roeland Park. Insurance coverage of the Streetlighting System will be maintained by Roeland Park for as long as the agreement is in place. Roeland Park will provide Westwood proof of coverage for as long as the agreement is in place.
5. SHARING OF COSTS: The Parties shall each pay Fifty percent (50%) of the cost for operation, maintenance, insurance claims related deductibles and replacement of the Streetlighting System, consisting of the electrical energy costs, maintenance costs and replacement costs needed to keep the Streetlighting System operating as designed. Roeland Park will provide, maintain, and make available personnel and all general and special equipment, materials, supplies, and inventories necessary for the performance of the routine service work contemplated herein as replacement of the lamps, fuses, luminaires, poles, bracket arms, foundations, breakaway bases, etc. for the Streetlighting System. In order to reimburse Roeland Park for its costs of routine maintenance of the Streetlighting System and expenses associated therewith, Westwood shall pay Roeland Park therefore annually the respective monthly rates shown in Appendix "A". The rates will be reviewed annually and shall be adjusted based on the actual costs paid by the City of Roeland Park for maintenance. The rates shown in Appendix "A" represent the costs paid by the City of Roeland Park under an annual contract to a maintenance contractor, per pole, for routine maintenance.

6. The monthly maintenance rates may not include non-routine service, such as knockdowns, fire repairs, luminaire replacement, underground cable repair, and major modifications. Actual costs for non-routine service shall be shared proportionately Fifty percent (50%) by each city.

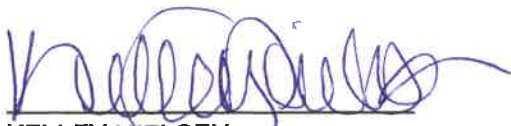
7. ADMINISTRATION OF PROJECT: The maintenance and operation of the Streetlighting System shall be administered by Roeland Park acting by and through its Director of Public Works, who shall be the principal public official designated to administer said public project; in this capacity, Roeland Park is empowered to do all things reasonably necessary to cause the maintenance and operation of said system.

8. PLACING AGREEMENT IN FORCE. The attorney for Roeland Park shall cause this Agreement to be executed. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

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IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF ROELAND PARK, KANSAS


KELLEY NIELSEN
CITY CLERK


MICHAEL POPPA, MAYOR

APPROVED AS TO FORM:


STEVE MAUER
CITY ATTORNEY

CITY OF WESTWOOD, KANSAS

ATTEST:

DAVID E. WATERS
MAYOR

ABBY SCHNEWEIS
CITY CLERK

APPROVED AS TO FORM:

RYAN DENK
CITY ATTORNEY

APPENDIX "A"

Mission Road Streetlighting System 2/12/2025

Cost breakdown assumes that the Streetlighting System is operational on October 1, 2025.

33 poles/luminaires total

2025

Total 2025 Routine Maintenance Cost	\$ 0	(System under 2-year bond)
Total Estimated 2025 Electricity Cost	<u>\$ 188.00</u>	
Total	\$ 188.00	

Roeland Park Share (estimated)	\$ 94.00
Westwood Share (estimated)	\$ 94.00

2026

Total 2026 Routine Maintenance Cost	\$ 0	(System under 2-year bond)
Total Estimated 2026 Electricity Cost	<u>\$ 1,914.00</u>	(Nov 2024 Evergy cost plus 5%)
Total	\$ 1,914.00	

Roeland Park Share (estimated)	\$ 957.00
Westwood Share (estimated)	\$ 957.00

2027

Total 2027 Routine Maintenance Cost	\$ 0	(Estimate System under 2-year bond)
Total Estimated 2027 Electricity Cost	<u>\$ 2,010.00</u>	(Nov 2024 Evergy cost plus 10%)
Total	\$ 2,010.00	

Roeland Park Share (estimated)	\$ 1,005.00
Westwood Share (estimated)	\$ 1,005.00

2028

Total 2028 Routine Maintenance Cost	\$ 1,660.00	(RP 2025 Annual Contract plus 15%)
Total Estimated 2028 Electricity Cost	<u>\$ 2,110.00</u>	(Nov 2024 Evergy cost plus 15%)
Total	\$ 3,770.00	

Roeland Park Share (estimated)	\$ 1,885.00
Westwood Share (estimated)	\$ 1,885.00

Note: Actual costs for non-routine service shall be shared proportionately Fifty percent (50%) by each city.