

RESOLUTION NO. R-16-29

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE LICENSE AGREEMENT WITH KANSAS CITY POWER AND LIGHT FOR THE INSTALLATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) STATIONS AT UP TO THREE (3) LOCATIONS WITHIN THE CITY OF GLADSTONE.

WHEREAS, the City of Gladstone recognizes the positive impact of new technologies on economic development; and

WHEREAS, the City of Gladstone supports the implementation of green infrastructure; and

WHEREAS, the installation of EVSE stations within the City of Gladstone will provide additional options for current and future electric vehicle owners in and around the City.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Council of Gladstone hereby authorizes the City Manager to execute a site license agreement with Kansas City Power and Light for the installation of EVSE stations at up to three (3) locations within the City of Gladstone.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9th DAY OF MAY 2016.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Department of Public Works
Memorandum



DATE: May 3, 2016

TO: Scott Wingerson, City Manager

FROM: Anthony Sands, Staff Engineer
Tim Nebergall, Director of Public Works *TAN*

SUBJECT: Kansas City Power & Light Clean Charge Network – Site License Agreement

At the April 25, 2015 City Council Meeting, Staff Engineer Anthony Sands and Kristin Riggins from Kansas City Power and Light (KCP&L) provided an overview of KCP&L's Clean Charge Network of Electrical Vehicle Supply Equipment (ESVE) stations.

City staff has met with KCP&L project representatives and identified the Northland Innovation Campus and Happy Rock Park as potential locations. Staff is also exploring another location to serve Linden Square.

In order to proceed with the installations, the City must enter into a Site License Agreement with KCP&L. As outlined in the agreement, KCP&L will be responsible for the installation and maintenance of each charging station for a term of 10 years from the date of the agreement. The City of Gladstone agrees to allow the installation of each vehicle charge station on public property. Gladstone will also be responsible for all electricity through the end of 2016. After this date, electrical vehicle owners will be billed for electricity usage by KCP&L.

City staff made a formal presentation to the Environmental Management Advisory Committee (EMAC) on March 9, 2016. EMAC unanimously recommended pursuing the installation of these charging stations. Based upon all of the available information, City staff is recommending approval of this agreement.

If you have any questions, please contact me at your convenience.

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT ("**Agreement**") is entered into effective as of the 16 day of August, 2016 ("**Effective Date**") between Kansas City Power & Light Company ("**KCP&L**"), a Missouri Corporation, with a mailing address at 1200 Main Street, Kansas City, Missouri 64105 and the City of Gladstone, Missouri, a Missouri municipal corporation, with a mailing address at 7010 N Holmes Street, Gladstone, MO 64118 ("**Host**").

WHEREAS, Host is the owner of that certain property legally described and depicted on Exhibit A (the "**Site**");

WHEREAS, KCP&L desires to install and operate _ Level two Electric Vehicle Supply Equipment station(s) (together with all related utilities and accessories, the "**EVSE**") in the location(s) shown on the Site Plan on Exhibit B pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, KCP&L and Host agree as follows:

1. License. Host hereby grants to KCP&L a license to install and operate the EVSE station in the location(s) within the Site shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The area to be used is approximately the square feet depicted in Exhibit C. The exact location shall be subject to approval by Host. Subject to the approval by Host, the location of the EVSE station shall be mutually agreed upon by the parties, evidenced in writing.. The EVSE shall include a vehicle charging station and related signage. KCP&L (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. Host agrees to take reasonable actions to assist KCP&L with the installation of the EVSE. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with KCP&L.

2. Consumption Costs (Check the box that applies; if no box is checked, it is Host Responsibility).

A. Host Responsibility (check here): X. Host shall be responsible for all kilowatt usage costs of the EVSE through December 31, 2016. After this date, KCP&L will deploy a payment platform at the EVSE station(s) that will facilitate payment by the end user and Host shall have no further responsibility for the payment of usage costs. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

B. Account Holder Responsibility (check here): . An "Account Holder" is a tenant of the Host that is currently a KCP&L customer and that pays the KCP&L electric bill at the Site(s) where the EVSE will be located. If this box is checked, the Account Holder shall be

responsible for all kilowatt usage costs of the EVSE through December 31, 2016. After this date, KCP&L will deploy a payment platform at the EVSE station(s) that will facilitate payment by the end user and Host shall have no further responsibility for the payment of usage costs. Account Holder represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

3. Access. Host shall provide KCP&L access to and sufficient space for locating the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for KCP&L to fulfill its reporting requirements to regulatory entities. Host will allow potential end users access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. KCP&L shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and KCP&L may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license or permit shall be required for the proper and lawful use of the EVSE, KCP&L, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. KCP&L shall promptly deliver copies of all such licenses and permits to Host.

Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by KCP&L for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that KCP&L will be utilizing "Demand Response" ("**DR**") procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that KCP&L utilizes such Demand Response options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the Term of this Agreement. Host shall not charge KCP&L or any other party rent or any other fees to use the Site during the Term of this Agreement.

5. Consent; Permits. KCP&L shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefore. KCP&L shall not install the EVSE or any utility service, equipment or accessories until all required municipal and other governmental permits and authorizations have been obtained by KCP&L.

6. Marketing. The parties understand and agree that the EVSE will be KCP&L-branded. KCP&L may publish and promote the locations of the Site throughout the Term of the Agreement. Host's name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Site without first obtaining formal written approval from the

other party. KCP&L has created marketing material which includes but is not limited to logos, stickers, decals and signage made a part of equipment purchased or infrastructure established; printed materials and other marketing and/or outreach materials, activities, and websites. KCP&L has logo usage and publicity standards that can be shared with host for their review. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit in advance any such marketing effort to review and approval by KCP&L, which approval shall not be unreasonably withheld, conditioned or delayed as outlined by the logo usage and publicity standards provided by KCP&L.

7. Maintenance and Repair. KCP&L shall maintain the EVSE in good working condition ordinary wear and tear excepted during the Term of this Agreement. Host shall maintain the common area improvements immediately surrounding the EVSE in good condition ordinary wear and tear excepted and will promptly notify KCP&L of any problems it is aware of related to the EVSE. Such maintenance by Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.

8. Term and Termination. This Agreement shall commence on the Effective Date and continue for a period of ten (10) years ("**Term**"); provided, however, KCP&L has the right to terminate this Agreement at any time by delivering written notice of such election to Host, in which case the Agreement shall terminate on the date that is 10 days after the Host's receipt of the termination notice. If KCP&L fails to perform any of its obligations or comply with any of the other terms and conditions of this Agreement and such failure continues for a period of 15 days after receipt of written notice from Host, Host may immediately terminate the Agreement by delivering written notice to KCP&L. Host may also terminate this agreement for any reason upon granting notice of three hundred sixty-five (365) days' in writing. If Host terminates without cause (and not due to KCP&L's uncured failure to perform as provided above or pursuant to Section 15 hereof), Host shall pay reasonable costs to remove the EVSE from the Site. Within ninety (90) days after the expiration or termination of this Agreement, KCP&L will remove the EVSE at KCP&L's cost and expense and restore the portions of the Site on which the EVSE was installed to a condition similar to the Site on which the same was installed prior to installation of the EVSE ordinary wear and tear accepted, or to a different condition with Host's written approval.

9. Liens. Host represents and warrants that (a) Host is the fee simple owner of the Site and has good and marketable title to the Site and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Site. If any liens are placed on or filed against the EVSE, or the Site as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Site nor KCP&L to the EVSE

in any manner. Each party shall, to the extent permitted by law but in no event greater than any cap on sovereign immunity liability for Host, indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section.

10. Insurance. Each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain and keep in force insurance with an insurance company authorized to transact business in the State of Missouri, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of KCP&L) and (b) the operation and use of the Site (in the case of Host), in each case affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury to or death of one or more persons, or such greater amount as the sovereign immunity limits of the State of Missouri for liability for conditions of property shall increase. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Further, unless third-party insurance coverage is required by applicable law, both parties shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain under the terms of this Agreement. By so electing, such party shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

11. Waiver. Host and KCP&L each hereby waive (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Site, including but not limited to the EVSE, and/or any personal property of such party therein by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence.

12. Indemnification. KCP&L shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "**Liabilities**"), arising out of the negligent, willful or

intentional acts or omissions of KCP&L, its express agents, contractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Host shall be liable for, and shall indemnify to the extent permitted by law, defend and hold KCP&L harmless from any and all Liabilities arising out of the negligent, willful or intentional acts or omissions of Host, its agents, contractors, subcontractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Notwithstanding the foregoing, neither party shall be liable for or be required to indemnify, defend or hold the other party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the other party hereto. Nothing in this Paragraph or this agreement is intended, or should be construed, to waive sovereign immunity or any other defense or avoidance that the Host, its officers, agents and employees are entitled to assert for any claims arising out the granting of this license or use of the Site by any entity or Host.

13. No Consequential Damages. Except for indemnification obligations to third parties as set forth in Section 14 of this Agreement, neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

14. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

15. Casualty. If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "*Casualty*"), Host shall have the right to terminate the Agreement by written notice to KCP&L in which event the Agreement shall terminate on the date that is 10 days after the date of Host's termination notice and KCP&L may elect to remove the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, KCP&L shall have the right to terminate the Agreement by written notice to Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of KCP&L's termination notice and KCP&L may elect to remove the EVSE from the Site.

16. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

17. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

18. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render KCP&L and Host liable as partners, co-venturers or principals.

19. Governing Law. This Agreement shall be governed by the laws of the State of Missouri

20. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

21. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to KCP&L:

Kansas City Power & Light Company
Attn: Kristin Riggins
One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Email Address: kristin.riggins@kcpl.com

If to Host:

City of Gladstone, Missouri
Attn: Timothy A. Nebergall
Gladstone City Hall
7010 N. Holmes Street
Gladstone Missouri 64118

22. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

KCP&L

Kansas City Power & Light Company

By: Kristin Riggins
Print Name: Kristin Riggins
Title: Sustainability Products Manager

Approved as to Legal Form	
PJV	8/10/16
KCPL Law Dept.	

HOST:

CITY OF GLADSTONE

ATTEST:

Ruth E. Bocchino 8/22/16
Ruth E. Bocchino
City Clerk, City of Gladstone, MO

By: Scott Wingerson
Print Name: Scott Wingerson
Title: City Manager

ACCOUNT HOLDER (both Host and Account Holder Must Sign if the box in Section 2.B is checked):

By: Scott Wingerson
Print Name: Scott Wingerson
Title: City Manager

EXHIBIT A

Legal Description of Site

Electronic charging stations shall be located at approximately:

1. Northland Innovation Campus

Lot 1, Northland Innovation Campus, a subdivision in Gladstone, Clay County, Missouri

2. Happy Rock Park

A tract of land in the West half of the the Northeast quarter of Section 18, Township 51, Range 32, Gladstone, Clay County, Missouri, being bounded and described as follows: beginning at a point North 0°31'09" East 20.5 feet from the Southeast corner of the West half of the Northeast quarter of said Section 18; thence North 89°24'56" West parallel to the South line of said Northeast quarter 1316.33 feet to a point on the West line of the Northeast quarter of said Section 18; thence North 0°20'21" East along said West line 214.50 feet, thence South 89°24'56" East parallel to the South line of said Northeast quarter 1317.0 feet to a point on the East line of the West half of said Northeast quarter; thence South 0°31'09" West along said East line 214.50 feet to the point of beginning. Except that part on the East now being used for road right of way.

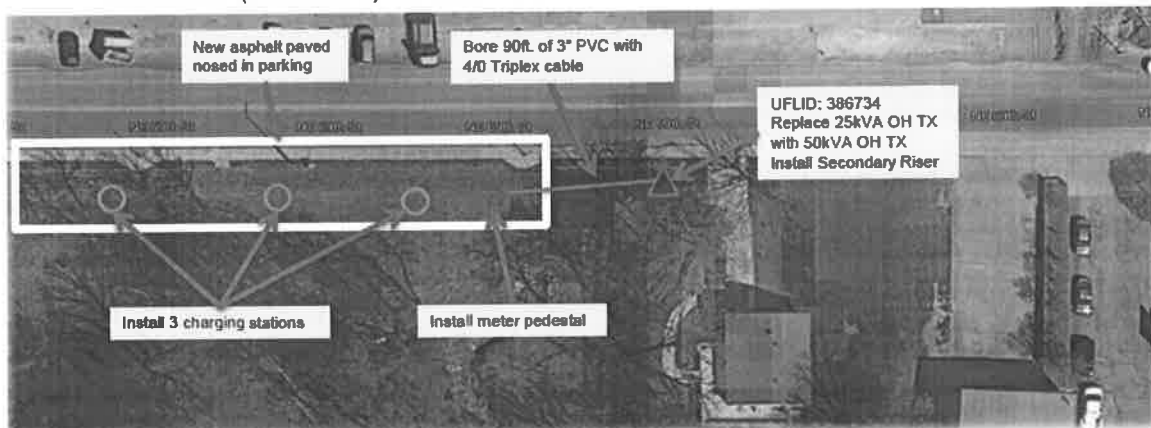
EXHIBIT B

Site Plan where EVSE(s) will be located within the Site

Gladstone (location 3) NE 69th St and North Oak Tfwy Gladstone MO, 64118-Overview



Gladstone (location 3) NE 69th St and North Oak Tfwy Gladstone MO, 64118

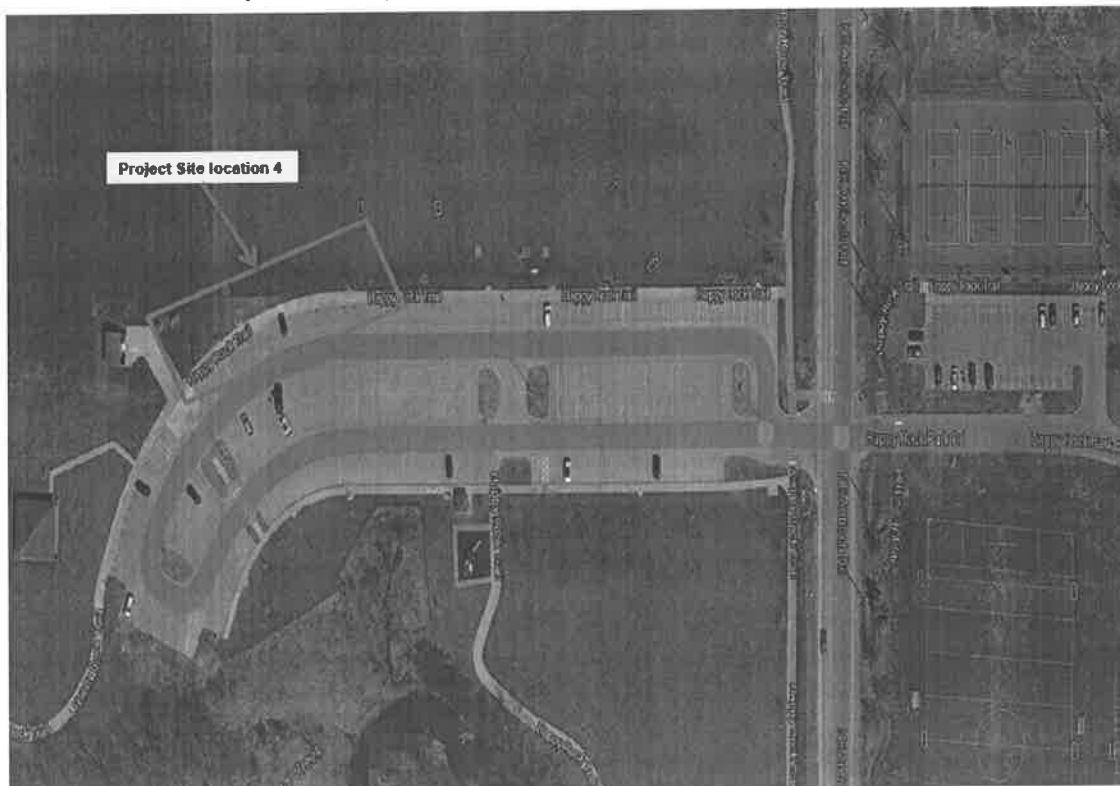


New Parallel Parking Top view



New Parallel Parking side view

Gladstone (location 4) 7600 NE Antioch Rd. Missouri 64118 - Overview



Gladstone (location 4) 7600 NE Antioch Rd. Missouri 64118

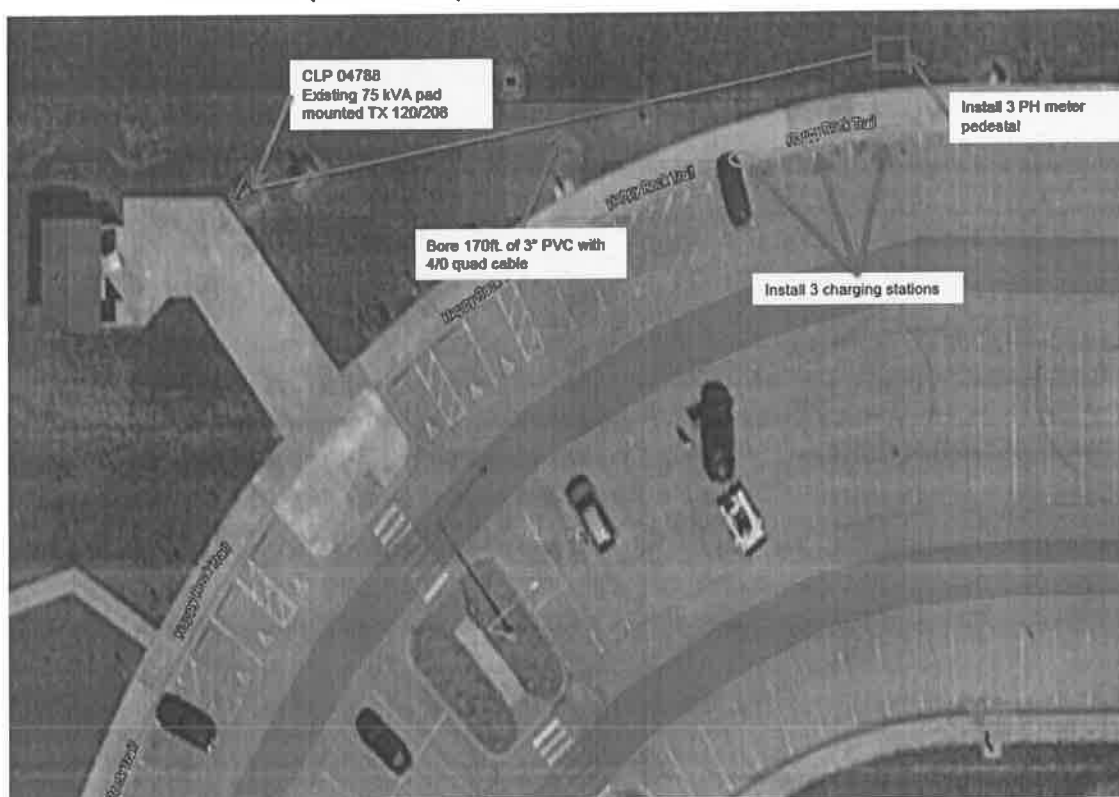
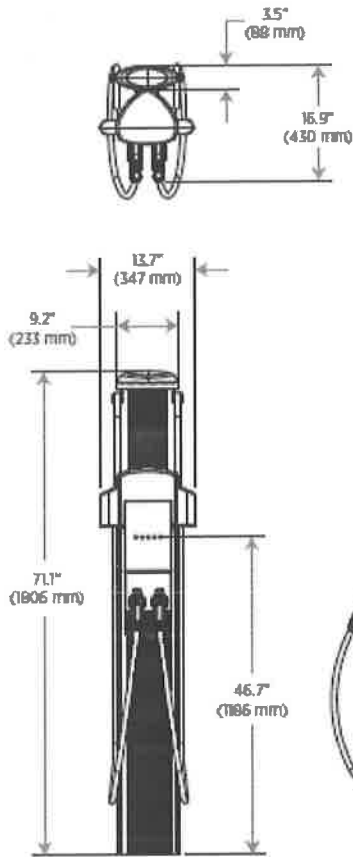
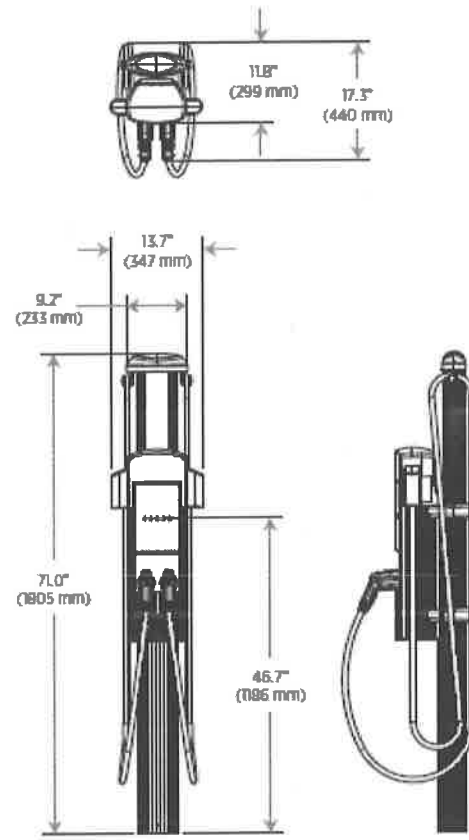


EXHIBIT C

CT4021 Bollard



CT4023 Wall Mount



R-16-29

Timothy A. Nebergall

7010 N. Holmes Street
Gladstone, Missouri 64118

15 September 2016

Dear Timothy A. Nebergall,

As of September 15, 2016, the EVSE Agreement ("Agreement") between the City of Gladstone and the Kansas City Power & Light Company for the installation of Charging Stations will be amended as follows:

Exhibit B of the Agreement is hereby amended to include the site sketch of the City Hall at 7101 N Holmes Street that the Host and KCP&L have all agreed to add to the Site Plan that is attached as Exhibit B to the Agreement. Other than this amendment to Exhibit B of the Agreement, there are no other changes to Exhibit B attached to the Agreement.

This is the only change being made to the Agreement. If this amendment meets your understanding and is acceptable to your company, please have an officer or person with signature authority sign below.

Sincerely,

Kristin Riggins
Sustainability Product Manager
Kansas City Power & Light Company

ACCEPTED AND AGREED TO BY:
City of Gladstone


By: 
Print Name: Scott Wingerson
Title: City Manager
Date: 1-17-17

EXHIBIT B

Gladstone (Loc 5) 7010 N Holmes Gladstone Missouri - Overview



Gladstone (loc 5) 7010 N Holmes Gladstone Missouri

