

RESOLUTION NO. 2013-2

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND ATMOS ENERGY CORPORATION REGARDING THE RELOCATION OF FACILITIES FOR THE US-24/40 CORRIDOR MANAGEMENT PROJECT IN BASEHOR, LEAVENWORTH COUNTY, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into the Gas Main Relocation Agreement with Atmos Energy Corporation, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Gas Main Relocation Agreement with Atmos Energy Corporation, attached as Exhibit A.

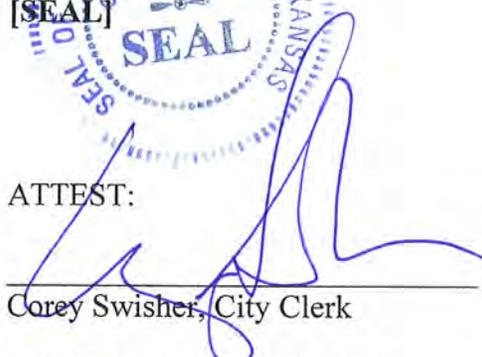
Section 2. That this resolution shall become effective upon passage.

PASSED by the Governing Body this 21st day of January, 2013.

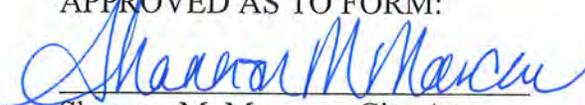
APPROVED by the Mayor this 21st day of January, 2013.

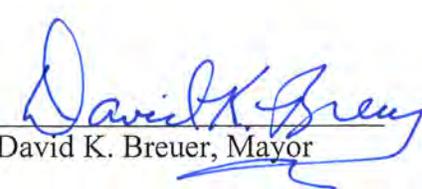


ATTEST:


Corey Swisher, City Clerk

APPROVED AS TO FORM:


Shannon M. Marcano, City Attorney


David K. Breuer, Mayor

GAS MAIN RELOCATION AGREEMENT

THIS GAS MAIN RELOCATION AGREEMENT, made and entered into by and between ATMOS ENERGY CORPORATION, hereinafter referred to as "the Company" and the City of Basehor, Kansas, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the City proposes a road improvement project described as US-24/40 Corridor Management Project (158th Street, Wolf Creek Parkway 155th to 158th, and 155th Street) KDOT Project Nos. 24-52 KA-2819-01, 24-52 KA-2277-01, and 24-52 KA-2818-01.

and

WHEREAS, the Company is the owner of certain natural gas distribution pipelines and facilities located wholly or in part on private easements as shown in the plans of said project, and said pipelines or facilities are not located entirely upon existing road right-of-way

and

WHEREAS, the Company certifies that its facilities located in or about the area to be traversed by said road improvement are on location where it has right of occupancy either by holding the fee, an easement or other property interest.

NOW, THEREFORE, IT IS AGREED:

1. That the Company will relocate the natural gas pipeline and facilities in accordance with Paragraph 13 of this Agreement, and Exhibit "A" and "B" attached hereto.

2. The City will reimburse and pay to the Company all of the Company's cost of construction, relocation and/or inspection of those parts of the natural gas pipeline located within private easement in accordance with the job drawing. It is understood that the estimated total cost to construct, relocate and/or inspect the pipeline is \$ 69,933.56 as shown on Exhibit "B". The percentage of actual costs of construction, relocation and/or inspection to be borne by the City, and payable to Company, is 42.3% (\$ 29,581.90) as shown on Exhibit "B".

3. The Company will develop the cost of the construction, relocation and inspection by using actual and related indirect costs accumulated in accordance with standard work order accounting procedures, and the Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, administrative, engineering, inspection, and other necessary cost involved in such work. The City, or any other authorized agent of the City, shall have access at all reasonable times to such Company records. It is understood that these Company records are kept at the Company's divisional office located in Denver, CO and all costs incurred by the City related to the inspection of the project records shall be borne by the City.

4. Upon completion and relocation of the existing pipelines and facilities in accordance with the said job drawing, the City will promptly reimburse the Company for the costs of such upon submitting of an itemized invoice for such cost to the City. Company hereby reserves the right, at its sole discretion, to submit monthly invoices on such projects that span several months.

5. The City grants the Company the right to construct relocated pipelines and facilities within the new road right-of-way as shown on Exhibit "A" as per the Company's franchise agreement with the City, and in accordance with its right of way permit, which shall be subject to the provisions contained in paragraph 6 of this Relocation Agreement, and which shall be obtained prior to the commencement of the relocation work

6. The City will reimburse Company costs, for pipelines and facilities previously located on Company's private easement but now remaining upon street right-of-way under the terms of this agreement, when at any time in the future the City requests that said pipelines and facilities be relocated.

8. That the construction involved with the relocation of the Company's facilities shall be {32233 / 65827; 422836. }

completed within a reasonable length of time after the City notifies the Company, in writing, that the alterations may proceed.

9. The Company will maintain its facilities in a manner which will not endanger the vehicular traffic.

10. The Company agrees to indemnify and hold harmless the City against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly or indirectly resulting from the work performed by the Company, except those claims resulting from the negligent acts of agents or employees of said City.

12. The City will provide at its expense center line or right-of-way and grade staking at minimum intervals of 200 feet for the use of the Company in relocating its facilities.

13. Description of relocation work to be performed:

Install approximately 300 feet of 4-inch and 350 feet of 2-inch polyethylene pipe and appurtenances to clear the proposed roadway improvement as shown on Exhibits "A" and B".

Estimated total cost of work to be performed is \$69,933.56 with the percentage of total actual costs of completed work to be borne by the City is 42.3 % (\$ 29,581.90).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 21st day of January, 2013.

EXECUTED BY THE CITY THIS
21st day of January, 2013

BY: David K. Brey
Mayor: City Of Basehor, Kansas

ATTEST: [Signature]



EXECUTED BY THE COMPANY THIS
18 day of January, 2013
ATMOS ENERGY CORPORATION

BY: Bart Armstrong
Bart Armstrong - Vice President, Operations

ATTEST: Richard [Signature]

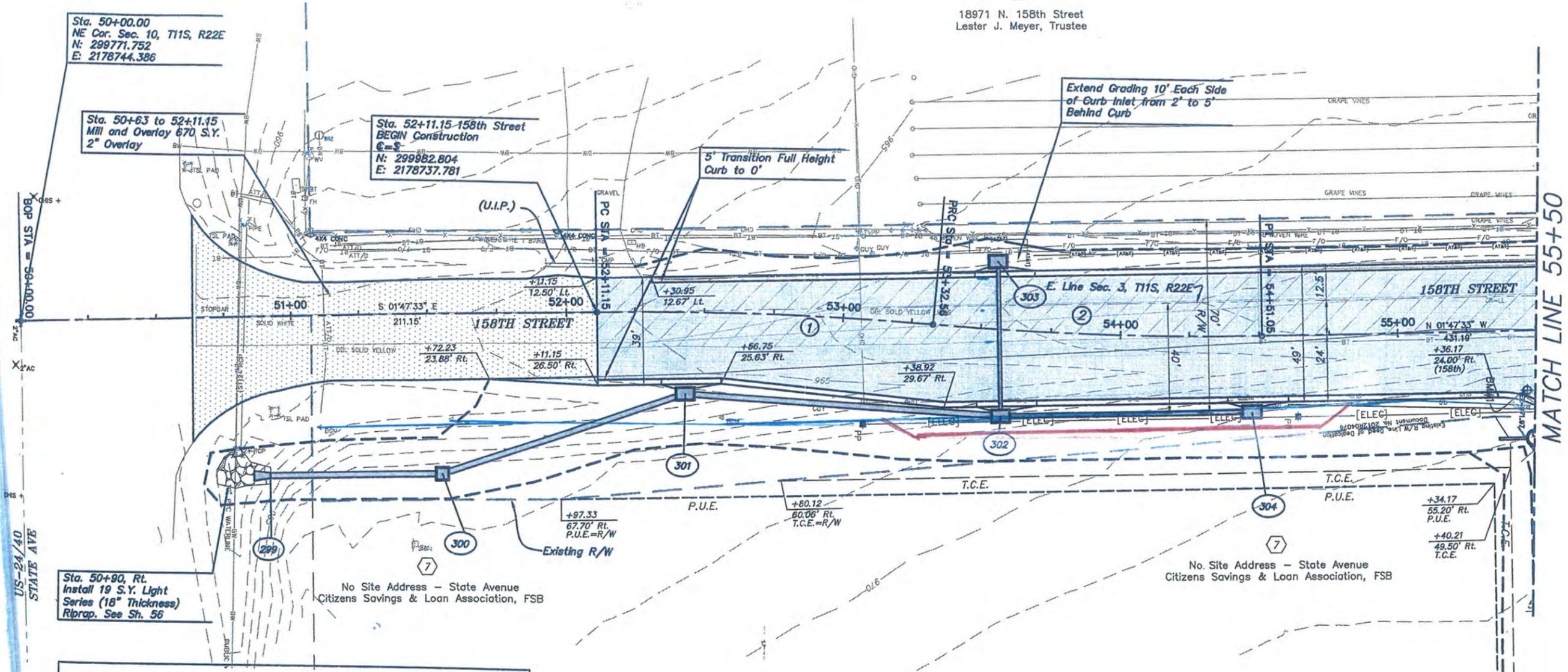
"Exhibit A"

Existing Pipe

Proposed Relocation



303 Sta. 53+54.45, 24.48' Lt.
Construct 6' x 4' Curb Inlet
Slope Top 2% from Curb
Install 56.0 L.F. 15" RCP (E)
See Sh. No. 8, 47, 54 & 57



Sta. 50+00.00
NE Cor. Sec. 10, T11S, R22E
N: 299771.752
E: 2178744.386

Sta. 50+63 to 52+11.15
Mill and Overlay 670 S.Y.
2" Overlay

Sta. 52+11.15-158th Street
BEGIN Construction
C=5
N: 299982.804
E: 2178737.761

Sta. 50+90, Rt.
Install 19 S.Y. Light
Series (18" Thickness)
Riprap. See Sh. 56

300 Sta. 51+54.91, 58.05' Rt.
Construct 4' x 4' Junction Box
Install 63.1 L.F. 24" RCP (S)
See Sh. No. 8, 49, 54 & 57

299 Sta. 50+91.85, 57.70' Rt.
Install 24" End Section (RC)
See Sh. No. 24 & 55

301 Sta. 52+43.57, 29.56' Rt.
Construct 6' x 4' Curb Inlet
Install 92.2 L.F. 24" RCP (SE)
See Sh. No. 8, 47, 54 & 57

302 Sta. 53+59.08 31.32' Rt.
Construct 6' x 4' Curb Inlet
Install 113.9 L.F. 24" RCP (S)
See Sh. No. 8, 47, 54 & 57

304 Sta. 54+47.25 27.50' Rt.
Construct 6' x 4' Curb Inlet
Install 90.5 L.F. 15" RCP (S)
See Sh. No. 8, 47, 54 & 57

1 Centerline Curve Data
Rad. Pt.
N: 300019.211
E: 2179901.212
R=1164'
Δ=5°58'34"
L=121.41'
T=60.78'

2 Centerline Curve Data
Rad. Pt.
N: 300187.010
E: 2177607.341
R=1136'
Δ=5°58'34"
L=118.49'
T=59.30'

Benchmark #1:
Found a Railroad Spike in the West face of a
power pole located on the East side of 158th
Street and 550'+/- North of State Avenue.
Elevation=971.97'

18971 N. 158th Street
Lester J. Meyer, Trustee

Extend Grading 10' Each Side
of Curb Inlet from 2' to 5'
Behind Curb

5' Transition Full Height
Curb to 0'

MATCH LINE 55+50



7401 West 129th Street, Suite 110
Overland Park, Kansas 66213
Phone: 913-239-1100
Toll Free: 877-527-5468
Fax: 913-239-1111
www.affinis.us

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CITY OF BASEHOR, KANSAS
US-24/40 CORRIDOR MANAGEMENT PROJECT
158TH STREET PLAN
PROJECT 24-52 KA-2819-01

07
07 OF 145

Sta. 10+00.00 (Wolf Creek Pkwy.)
E. Line Sec. 3, T11S, R22E
N: 300355.605
E: 2178726.115

Sta. 55+84.50 158th St. =
Sta. 10+12.50 Wolf Creek Pkwy.
N: 300355.922
E: 2178738.611

18971 N. 158th Street
Lester J. Meyer, Trustee

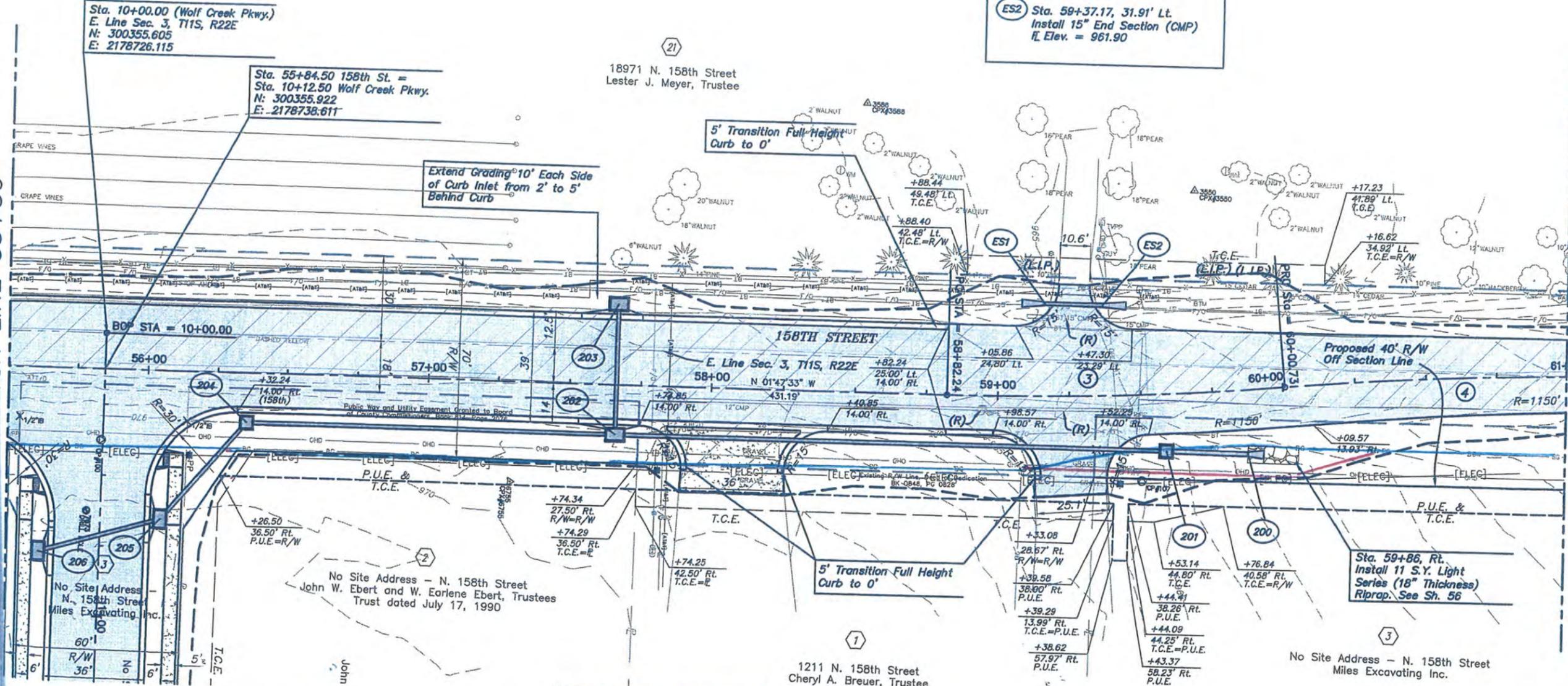
Extend Grading 10' Each Side
of Curb Inlet from 2' to 5'
Behind Curb

5' Transition Full Height
Curb to 0'

203 Sta. 57+66.35, 28.50' Lt.
Construct 6' x 4' Curb Inlet
Slope Top 2% from Curb
Install 46.0 L.F. 15" RCP (E)
See Sh. No. 10, 47, 54 & 57

ES1 Sta. 59+16.60, 32.61' Lt.
Install 15" End Section (CMP)
Install 20.0 L.F. 15" CMP (N)
R Elev. = 962.50
See Sh. No. 57

ES2 Sta. 59+37.17, 31.91' Lt.
Install 15" End Section (CMP)
R Elev. = 961.90



No Site Address - N. 158th Street
Miles Excavating Inc.

No Site Address - N. 158th Street
John W. Ebert and W. Earlene Ebert, Trustees
Trust dated July 17, 1990

1211 N. 158th Street
Cheryl A. Breuer, Trustee

No Site Address - N. 158th Street
Miles Excavating Inc.

W-SW TO A SET CONC NAIL
& SHINER IN THE E FACE OF
A HEDGE GATE

SW TO A SET NAIL &
SHINER IN THE N FACE OF
A TELEVISION-POWER POLE

E TO THE NEAR FACE
OF A STEEL BOLLARD

CP#107: SET A 1/2" REBAR W/ CONTROL POINT CAP
ON EAST SIDE OF 158TH STREET, NORTH OF THE
NORTHERN-MOST DRIVEWAY TO 1211 158TH STREET
N=300,723.416 E= 2,178,755.345, EL=966.56

204 Sta. 56+35.72, 17.50' Rt.
Construct 4' x 4' Junction Box
Install 130.6 L.F. 15" RCP (N)
See Sh. No. 10, 49, 54 & 57

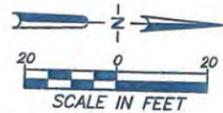
202 Sta. 57+66.35, 17.50' Rt.
Construct 6' x 4' Curb Inlet
Install 193.2 L.F. 15" RCP (N)
See Sh. No. 10, 47, 54 & 57

201 Sta. 59+58.22, 20.09' Rt.
Construct 4' x 4' Junction Box (Special)
Install 28.4 L.F. 18" RCP (N)
See Sh. No. 10, 50, 54 & 57

200 Sta. 59+85.96, 22.59' Rt.
Install 18" End Section (RC)
See Sh. No. 10 & 55

3 Centerline Curve Data
Rad. Pt.
N: 300617.985
E: 217593.854
R=1136'
Δ=5°58'34"
L=118.49'
T=59.30'

4 Centerline Curve Data
Rad. Pt.
N: 300928.882
E: 2179872.745
R=1164'
Δ=5°58'34"
L=121.41'
T=60.76'



MATCH LINE 61+00

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CORPORATION

CITY OF BASEHOR, KANSAS
US-24/40 CORRIDOR MANAGEMENT PROJECT
158TH STREET PLAN

5' Transition Full Height Curb to 0'

Sta. 60+54.65 155th Street
BEGIN Construction
I: 299877.452
E: 2180779.188

Sta. 60+00.00
I: 299822.826
E: 2180780.877

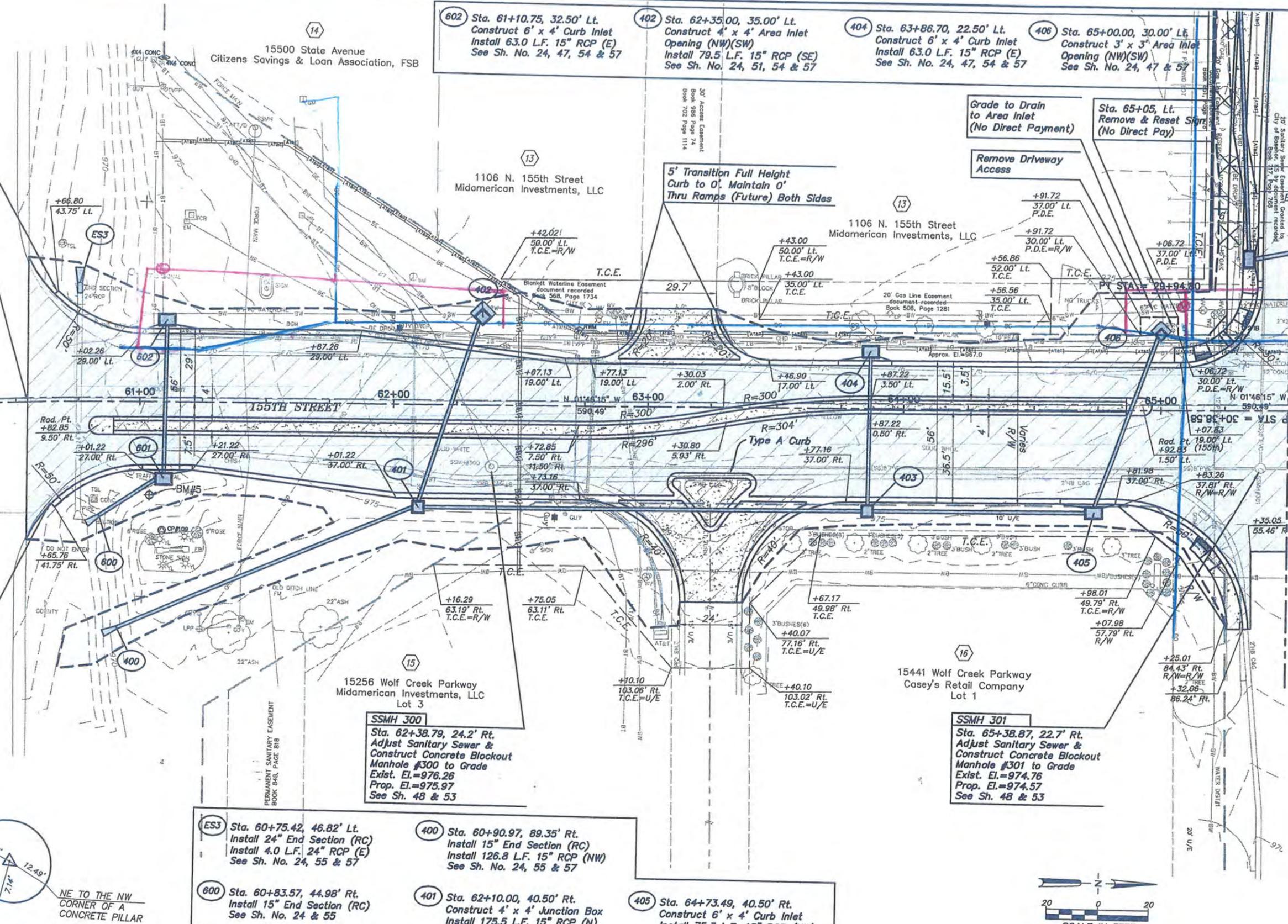
Transition Full Height
rb to 0'

SW TO THE NEAR
FACE OF A TRAFFIC
SIGNAL LIGHT

SE TO THE SW
CORNER OF A
CONC PILLAR

NE TO THE NW
CORNER OF A
CONCRETE PILLAR

SP#109: SET A 1/2" REBAR W/ CONTROL POINT
CAP ON THE NORTHEAST CORNER OF THE
INTERSECTION OF 155TH STREET AND STATE
AVENUE
N=299,933.491 E= 2,180,828.267, EL=975.02



602 Sta. 61+10.75, 32.50' Lt.
Construct 6' x 4' Curb Inlet
Install 63.0 L.F. 15" RCP (E)
See Sh. No. 24, 47, 54 & 57

402 Sta. 62+35.00, 35.00' Lt.
Construct 4' x 4' Area Inlet
Opening (NW)(SW)
Install 79.5 L.F. 15" RCP (SE)
See Sh. No. 24, 51, 54 & 57

404 Sta. 63+86.70, 22.50' Lt.
Construct 6' x 4' Curb Inlet
Install 63.0 L.F. 15" RCP (E)
See Sh. No. 24, 47, 54 & 57

406 Sta. 65+00.00, 30.00' Lt.
Construct 3' x 3' Area Inlet
Opening (NW)(SW)
See Sh. No. 24, 47 & 57

Grade to Drain
to Area Inlet
(No Direct Payment)

Remove Driveway
Access

Sta. 65+05, Lt.
Remove & Reset Sign
(No Direct Pay)

5' Transition Full Height
Curb to 0'. Maintain 0'
Thru Ramps (Future) Both Sides

SSMH 300
Sta. 62+38.79, 24.2' Rt.
Adjust Sanitary Sewer &
Construct Concrete Blockout
Manhole #300 to Grade
Exist. El.=976.26
Prop. El.=975.97
See Sh. 48 & 53

SSMH 301
Sta. 65+38.87, 22.7' Rt.
Adjust Sanitary Sewer &
Construct Concrete Blockout
Manhole #301 to Grade
Exist. El.=974.76
Prop. El.=974.57
See Sh. 48 & 53

ES3 Sta. 60+75.42, 46.82' Lt.
Install 24" End Section (RC)
Install 4.0 L.F. 24" RCP (E)
See Sh. No. 24, 55 & 57

400 Sta. 60+90.97, 89.35' Rt.
Install 15" End Section (RC)
Install 126.8 L.F. 15" RCP (NW)
See Sh. No. 24, 55 & 57

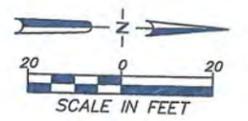
600 Sta. 60+83.57, 44.98' Rt.
Install 15" End Section (RC)
See Sh. No. 24 & 55

401 Sta. 62+10.00, 40.50' Rt.
Construct 4' x 4' Junction Box
Install 175.5 L.F. 15" RCP (N)
See Sh. No. 24, 49, 54 & 57

601 Sta. 61+09.72, 30.50' Rt.
Construct 6' x 4' Curb Inlet
Install 29.9 L.F. 15" RCP (SE)
See Sh. No. 24, 47, 54 & 57

403 Sta. 63+85.66, 40.50' Rt.
Construct 4' x 4' Junction Box
Install 87.8 L.F. 15" RCP (N)
See Sh. No. 24, 49, 54 & 57

405 Sta. 64+73.49, 40.50' Rt.
Construct 6' x 4' Curb Inlet
Install 75.3 L.F. 15" RCP (NW)
See Sh. No. 24, 47, 54 & 57



Benchmark #5:
Found a 1-1/2" aluminum disc stamped 'HCP LV
313' on the Northeast corner of the intersection of
155th Street and State Avenue.
Elevation=972.23'

MATCH LINE 65+50

CITY OF BASEHOR, KANSAS
US-24/40 CORRIDOR MANAGEMENT PROJECT
155TH STREET PLAN
PROJECT NO. 24-52 KA-2818-01

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Issued: 10-21-11
Field Check
Drawn: Approved
KEL

23
23 OF 145

MATCH LINE 65+50

MATCH LINE 71+00

A Known Irrigation System Exists on the Little Angels Daycare Tract. The Contractor shall Coordinate with the Property Owner and Utilize a Qualified Irrigation Contractor for Repair and Necessary Relocation. All Materials and Work Shall be Subsidiary to the Bid Item for Irrigation System Modification and Repair.

501 Sta. 66+12.43, 31.50' Lt. Construct 6' x 4' Curb Inlet with Cantilever Lid Install 64.5 L.F. 24" RCP (NE) See Sh. No. 26, 47, 48, 54 & 57

503 Sta. 68+57.05, 31.50' Lt. Construct 6' x 4' Curb Inlet See Sh. No. 26, 47 & 54

5' Transition Full Height Curb to 0'. Maintain 0' Thru Ramps Both Sides to Tie In Point

5' Transition Full Height Curb to 0'

1216 N. 155th Street Raphael Breuer and Ann E. Breuer, Trustees

P.I. Sta. 65+90.49
N: 300413.0390
E: 2180762.6294

Remove & Relocate Double Swing Gate to Wolf Creek Parkway Access Location

Remove Driveway Access & 15" CMP

Protect Fence & Gate

1206 N. 155th Street Little Angels Learning Center, Inc. Lot 1

Proposed 40' R/W

Sta. 65+55.55 155th St = Sta. 30+38.58 Wolf Creek Pkwy. N: 300378.108 E: 2180763.709

Sta. 67+00, Connect Existing 6" CPP to Storm Sewer. (Paid as Drain Tile Connection) Construct Concrete Pipe Collar Around Pipe Penetration

5' Transition Full Height Curb to 0'

Sta. 68+25, Rt. Grade Swale to Daylight

SSMH 302 Sta. 70+84.02, 24.9' Rt. Exist. El.=978.96

Sta. 66+75, Lt. Contractor shall remove and reset Little Angel's Daycare sign behind Right-of-Way including any required electrical re-wiring or other materials. This work shall be No Direct Pay.

112 Sta. 65+75.84, 42.91' Rt. Construct 4' x 4' Junction Box Install 51.8 L.F. 24" RCP (NW) See Sh. No. 26, 49, 54 & 57

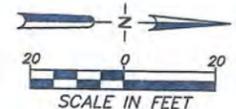
500 Sta. 66+26.38, 31.50' Rt. Construct 6' x 4' Curb Inlet Install 230.7 L.F. 18" RCP (N) See Sh. No. 26, 47, 54 & 57

502 Sta. 68+57.05, 31.50' Rt. Construct 6' x 4' Curb Inlet Install 63.0 L.F. 18" RCP (W) See Sh. No. 26, 47, 54 & 57

Benchmark #4: Found a 1000 Spike in the West face of a television-power pole on the West side of intersection 155th Street and Wolf Creek Parkway. Elevation=976.05'

Benchmark #6: Set a Railroad Spike in the South face of a television-power pole on the North side of the driveway to 1216 155th Street. Elevation=981.23'

No Site Address - N. 155th Street Ivan Tokic and Draga Tokic



Drawn: Checked: Approved: KEL
Notes: 10-21-11 Field Check
Issued: 10-21-11
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CITY OF BASEHOR, KANSAS
US-24/40 CORRIDOR MANAGEMENT PROJECT
155TH STREET PLAN
PROJECT NO. 24-52 KA-2818-01



January 9, 2013

Exhibit "B"

CITY PROJECT

US-24/40 Corridor Management Project

KDOT Project Nos. 24-52 KA-2819-01,

24-52 KA-2277-01 and 24-52 KA-2818-01

City of Basehor Leavenworth County, Kansas

Direct Company Labor	= \$ 20,960.00
Material	= \$ 3,658.00
Indirect Company Labor & Overheads	= \$ 45,315.56
Total Estimated Cost of Project	= \$ 69,933.56

Total Pipe in R.O.W 375'

Total Pipe in Easement 275'

Total Pipe to be relocated 650'

Estimated Cost to Atmos Energy 57.7% (\$ 40,351.66)

Estimated Reimbursement Cost From City 42.3% (\$29,581.90)

Total Estimated Cost of Project \$ 69,933.56