

RESOLUTION NO. 2013-3

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND CONSOLIDATED RURAL WATER DISTRICT NO. 1, LEAVENWORTH COUNTY, KANSAS, 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 Water Line Relocation Agreement with Consolidated Rural Water District No. 1, 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 Water Line Relocation Agreement with Consolidated Rural Water District No. 1, substantially in the form 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.

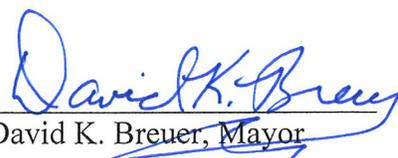
[SEAL]



ATTEST:

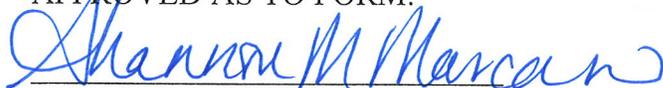


Corey Swisher, City Clerk



David K. Breuer, Mayor

APPROVED AS TO FORM:



Shannon M. Marcano, City Attorney

Exhibit A
Water Line Relocation Agreement

To be attached.

WATER LINE RELOCATION AGREEMENT

THIS WATER LINE RELOCATION AGREEMENT (hereinafter "Agreement"), is made and entered into in duplicate this 21st day of January, 2013, by and between the **City of Basehor, Kansas**, a Kansas municipality (hereinafter "City"), and **Consolidated Rural Water District No. 1, Leavenworth County, Kansas**, (hereinafter "the District").

WITNESSETH:

WHEREAS, the City has commenced or will be commencing a construction project to construct a new street, "Wolf Creek Parkway", extending west from 155th St. to 158th St., (KDOT Project No. 24-52 KA-2277-01) and improving 155th St. from State Ave north approximately one thousand one hundred feet (KDOT Project No. 24-52 KA-2818-01) (hereinafter the "Street") in the City; and

WHEREAS, the construction of the Street will also affect:

- a. Approximately 600 feet of 8-inch diameter water pipeline (running parallel to the north side of the proposed Wolf Creek Parkway),
- b. Approximately 120 feet of twelve-inch diameter water pipeline (crossing the proposed Wolf Creek Parkway),
- c. Approximately 120 feet of 6-inch water pipeline (crossing the proposed Wolf Creek Parkway approximately 600 feet west of 155th St.),
- d. Approximately 60 feet of 12-inch water pipeline casing (crossing under 155th St. from west to east at Wolf Creek Parkway),
- e. Approximately 110 feet of 8-inch water pipeline (crossing under 155th St. at private entrance approximately 300 feet north of State Avenue), and
- f. Approximately 200 feet of 6-inch water pipeline (northwest corner of 155th St. and State Avenue)

(all of the above being hereinafter collectively referred to as the "Pipelines"); and

WHEREAS, the Pipelines are located on privately-owned land on which the District owns a dedicated water line easement and/or cross City Right of Way and/or other property interests; and

WHEREAS, the Project will require the District to relocate certain of the Pipelines and to encase certain pipelines; and

WHEREAS, the District will relocate and encase such Pipelines as necessary to accommodate the Project upon terms provided by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the City and the District, they do hereby agree as follows:

1. Permission to use City's Utility Easement. The City hereby grants the District the right to construct the certain relocated pipeline to replace that described in paragraph a., above, in the City's Utility Easement ("Utility Easement") and thereafter the right to use the Utility Easement to operate, maintain, repair or replace that pipeline. The District is not required to pay any monetary compensation or any other compensation or consideration other than as set forth in this Agreement, in consideration for receiving such rights from the City.

In the event that the relocated pipelines are constructed in the City's Right of Way, a right of way permit shall be obtained prior to the commencement of the Project.

2. Relocation of Pipelines. The District shall relocate certain of the Pipelines and encase certain of its pipelines as determined necessary to accommodate the Project by its engineers based on review of the Project drawings prepared for the City and provided to the District. A description of the preliminary estimate of materials and work to be performed by the District, obtained from the engineer's relocation report, is attached hereto as Exhibit "A". The estimated total cost thereof is Two Hundred Five Thousand Four Hundred Thirty Six Dollars and Fifty Cents (\$205,436.50). This estimated cost may change during the actual detail design of the relocations and as a result actual construction costs may vary from this estimate.

3. Payment by City of Costs for Line Relocation. The City agrees to pay the District 100% of the actual costs incurred by the District to relocate and construct the new pipelines of like kind in the City's Right-of-Way, Utility Easement and/or private easement, such costs to include the costs to construct the new pipelines, to encase pipelines, and to pay related costs, including material, labor, management overhead, surveying, engineering, inspection and legal expenses. Such amount shall be paid within 30 days after the new pipeline construction/relocation project has been completed and the District has sent an invoice to the City for the same.

4. Future Relocation. In the event the City ever requests the District to relocate the relocated pipelines from the City's Right of Way, Utility Easement or private easement to another location or locations, or if the relocated pipelines should be relocated due to conflict with street or storm sewer, sanitary sewer or other utility improvements, as determined by the City in consultation with the District, the City shall pay for all costs of such relocation. Such costs shall include, but not be limited to, the costs of material, labor, management overhead, surveys, engineering, inspection and legal expenses, and costs of acquiring City Right of Way, Utility Easements or private easements as the District may require.

5. Indemnities. The parties agree to indemnify each other, their officers, employees and representatives, against any liability, loss, damage, cost, claim or action caused by their actions or the actions of their officers, employees or representatives while working on the street, right-of-way and/or the Utility Easement on account of personal injuries, death, damage to property or damage to the environment.

6. No Interference. The District will not unreasonably interfere with any existing facilities, either above or below ground, in the Right of Way and/or the Utility Easement.

7. Assignment of Agreement. Except as provided in the Section immediately following this Section, this Agreement may not be assigned or transferred by either party without the written consent of the other.

8. Successors. In the event of any occurrence rendering the City or the District incapable of performing under this Agreement, any successor of the City or the District, whether the result of legal process, assignment, or otherwise, will succeed to the rights and obligations of the City and the District, respectively, hereunder.

9. Severability. In the event any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provision hereof.

10. Modification. No provision of this Agreement may be modified, altered or amended by the individual action of either party. All such modifications, alterations or amendments must be agreed to in writing by both parties.

11. Governing Law and Regulations. This Agreement will be governed by and construed in accordance with the laws and regulations of the State of Kansas.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matters contained herein and no representations or understandings not contained herein will be binding upon the parties.

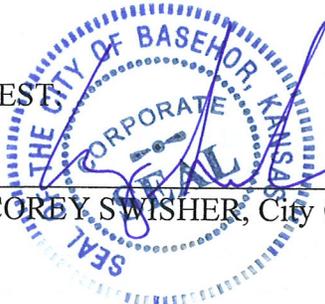
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of January 2013.

CITY OF BASEHOR, KANSAS

By: David K. Breuer
David K. Breuer, Mayor

ATTEST

By: Corey Swisher
COREY SWISHER, City Clerk

The seal of the City of Basehor, Kansas, is circular with a blue border. The text "THE CITY OF BASEHOR, KANSAS" is written around the top inner edge, and "SEAL OF THE CITY" is written around the bottom inner edge. In the center, there is a smaller circle containing the word "CORPORATE". A blue ink signature is written over the seal.

CONSOLIDATED RURAL WATER DISTRICT
NO. 1, LEAVENWORTH COUNTY, KANSAS

By: Greg Pike
GREG PIKE, Chairman



December 5, 2012

363-212044.2

Mike Fulkerson, Manager

CONSOLIDATED RWD NO. 1

LEAVENWORTH COUNTY, KANSAS

PO Box 419

Basehor, KS 66007

**LEAVENWORTH CONSOLIDATED RURAL WATER DISTRICT NO. 1
WATER MAIN RELOCATIONS:**

WOLF CREEK PARKWAY KDOT PROJECT NO. 24-52 KA-2277-01

155TH STREET KDOT PROJECT NO. 24-52 KA-2818-01

We have reviewed the construction drawings prepared by Affinis Corp for the above referenced projects. It appears that the District will need to relocate the following water mains:

1. The 12-inch water main along 155th Street where it crosses the proposed Wolf Creek Parkway for approximately 120 feet due to a conflict with the proposed storm sewer and the need to install a casing pipe under the proposed pavement.
2. Approximately 600 feet of 8-inch pipe that runs west from 155th Street along the north side of the existing strip mall where it will be in conflict with the new pavement for Wolf Creek Parkway.
3. Approximately 120 feet of the 6-inch main that goes south across proposed Wolf Creek Parkway into the commercial development from the west end of the 8-inch main due to conflict with the proposed improvements and the need to case this main under the proposed pavement.
4. The District will need to add approximately 60 feet of 20-inch diameter casing pipe to the existing 12-inch main crossing of 155th Street on the south side of Wolf Creek Parkway.
5. A new bored and cased (approximately 70 linear feet of 16-inch casing) 8-inch main crossing (approximately 110 feet of RJ 8-inch main) of 155th Street at the private street south of Wolf Creek Parkway due to conflict with storm sewer and need to encase the pipe.
6. Approximately 200 feet of 6-inch main at the northwest corner of Highway 24 and 155th street due to conflict with a storm sewer inlet.



PONZER-YOUNGQUIST, P.A.

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Olathe, KS 66061 • 913/782-0541 FAX 913/782-0109

We have attached a Preliminary Opinion of Probable Cost based on our conceptual plan for the relocations. Of course the Probable Cost is an estimate at this point in time and the District should expect to be reimbursed for actual costs which may be more or less than the Probable Cost.

Please let us know how you wish to proceed and call if you have any questions.

A handwritten signature in black ink that reads "James W. Challis". The signature is written in a cursive style with a large, looped initial 'J'.

James W. Challis, P.E.

Enc.

363\212044\corresp\I-Fulkerson-WolfCreekParkway KDOT No. 24-52 KA-2277-01

PRELIMINARY OPINION OF PROBABLE PROJECT COST

Leavenworth Consolidated RWD No. 1

Like Kind 12", 8" & 6" Water Main Relocations

City of Basehor/KDOT Project No. 24- 52 KA-2277-01 & 24-52 KA-2818-01

Wolf Creek Parkway - 155th Street to 158th Street and 155th Street

30-Nov-12

No.	Description	Quantity/Unit	Price/Unit	Total
1	12" Restrained Joint PVC Pipe	60 LF @	\$ 50.00 /LF	\$ 3,000.00
2	12" DIP	60 LF @	65.00 /LF	3,900.00
3	8" PVC Pipe	555 LF @	18.00 /LF	9,990.00
4	8" Restrained Joint PVC Pipe	110 LF @	35.00 /LF	3,850.00
5	8" DIP	40 LF @	55.00 /LF	2,200.00
6	6" PVC Pipe	220 LF @	15.00 /LF	3,300.00
7	6" Restrained Joint PVC Pipe	60 LF @	30.00 /LF	1,800.00
8	6" DIP	80 LF @	40.00 /LF	3,200.00
9	20" Steel Casing Open Cut Installation	50 LF @	100.00 /LF	5,000.00
10	20" Steel Casing Extension Open Cut	60 LF @	200.00 /LF	12,000.00
11	16" Steel Casing Bored Installation	70 LF @	250.00 /LF	17,500.00
12	12" Steel Casing Open Cut Installation	45 LF @	85.00 /LF	3,825.00
13	12" GV	3 EA @	2,000.00 /EA	6,000.00
14	8" GV	4 EA @	1,200.00 /EA	4,800.00
15	6" GV	4 EA @	800.00 /EA	3,200.00
16	Service Reconnection	2 LS @	500.00 /LS	1,000.00
17	Service Relocation	1 LS @	850.00 /LS	850.00
18	2" PVC Casing for Service	45 LF @	6.00 /LF	270.00
19	3/4" Service Line	120 LF @	10.00 /LF	1,200.00
20	Fire Hydrant Assembly	2 EA @	3,000.00 /EA	6,000.00
21	Fittings	3,743 LBS @	5.00 /LB	18,715.00
22	12" Straddle Block	1 EA @	1,500.00 /EA	1,500.00
23	8" Straddle Block	2 EA @	1,000.00 /EA	2,000.00
24	6" Straddle Block	5 EA @	750.00 /EA	3,750.00
25	Connection 12" Main - 155th North	1 EA @	5,000.00 /EA	5,000.00
26	Connection 12" Main - 155th South	1 EA @	5,000.00 /EA	5,000.00
27	Connection 8" Main - South St. West	1 EA @	1,500.00 /EA	1,500.00
28	Connection 8" Main - South St. East	1 EA @	3,000.00 /EA	3,000.00
29	Connection 6" Main - 155th & Hy 24 N	1 EA @	2,000.00 /EA	2,000.00
30	Connection 6" Main - 155th & Hy 24 W	1 EA @	2,000.00 /EA	2,000.00
31	Conn 6" Main - Wolf Creek STA 24+50	1 EA @	2,000.00 /EA	2,000.00
32	Seeding	880 LF @	2.00 /LF	1,760.00
	Total Probable Construction Cost			\$ 141,110.00
	Construction Contingency (15%)			21,166.50
	Subtotal			\$ 162,276.50
	Engineering			\$ 25,560.00
	Construction Staking			2,500.00
	Inspection			15,100.00
	Easements			TBD
	Subtotal			\$ 43,160.00
	Total			\$ 205,436.50