

RESOLUTION NO. 2016-13

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A WATER LINE RELOCATION AGREEMENT WITH CONSOLIDATED RURAL WATER DISTRICT NO. 1, LEAVENWORTH COUNTY, KANSAS REGARDING THE RELOCATION OF WATER LINES

WHEREAS, Consolidated Rural Water District No. 1 and the City of Basehor wish to enter into a Water Line Relocation Agreement related to the relocation of water lines in conjunction with a construction project to add a sidewalk and storm sewer infrastructure along Leavenworth Road in the City of Basehor from 155th St. west to the City Park, attached 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 related to the relocation of water lines in conjunction with a construction project to add a sidewalk and storm sewer infrastructure along Leavenworth Road in the City of Basehor from 155th St. west to the City Park, attached as Exhibit A.

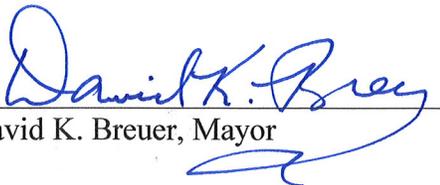
Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 18th day of May, 2016.

SIGNED by the Mayor this 18th day of May, 2016.

SEAL




David K. Breuer, Mayor

ATTEST:


Katherine M. Renn, City Clerk

APPROVED AS TO FORM:


Shannon M. Marcano, City Attorney

EXHIBIT A

Water Line Relocation Agreement

Water Line Relocation Agreement

This Water Line Relocation Agreement (hereinafter “Agreement”), is made and entered into in duplicate this 18th day of May, 2016 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 add a sidewalk and storm sewer infrastructure along Leavenworth Rd (hereinafter the “Improvements”) in the City of Basehor from 155th St. west to the City Park; and,

WHEREAS, the Improvements will also affect approximately 1,300 feet of 12-inch diameter water pipelines that run parallel to Leavenworth Rd, approximately 160 feet of 8-inch diameter water pipelines than run parallel to 157th St. and 158th St. and thence across, from north to south, Leavenworth Rd, and approximately 17 service/meters; and

WHEREAS, the District’s above-named water pipelines that run parallel to Leavenworth Rd, 157th St. and 158th St. will be hereinafter referred to as “the Pipelines”; and

WHEREAS, the Pipelines are buried beneath right-of-way, owned by the City of Basehor, and privately owned land on which the District owns right-of-way easements (Easements); and

WHEREAS, the improvements will require the District to relocate/reconstruct the Pipelines and/or insure the structural integrity of the Pipelines or to construct new pipelines in locations corresponding to the Pipelines; and

WHEREAS, the District has chosen to construct new pipelines of like size in the areas identified through analysis by Engineers and agreed upon by both parties; and

WHEREAS, the City desires the District to relocate all existing water mains into private easements owned by the District; and

WHEREAS, the City understands that portions of the Improvement project will affect the Pipelines owned by the District that are located in private easement; and

WHEREAS, the City agrees to extend the proposed driveway improvements to 5 feet beyond the water pipeline relocation where they are not already planned to extend beyond the water pipeline relocation (approximately 5 drives, an approximate total length of 30 feet); and

WHEREAS, the City and the District wish to set forth their agreement regarding the above-named issues and related issues.

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. **Payment by City for Portion of New Line Costs.** The City agrees to pay the District, a portion of the cost to construct the New Pipelines and any related easements needed to construct the New Pipelines. That portion shall be the amount (hereinafter, "the Amount") that the District is required to relocate to like size that is in private easement owned by the District, which amount has been negotiated and agreed upon by representatives of both parties. The parties agree that the Amount shall be \$57,000.00 (The total estimated cost for all relocations is \$185,000.00). Such amount shall be paid within 30 days after the New Pipeline construction/relocation project has been completed and the City has received the District's invoice.
2. **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 right-of-way on account of personal injuries, death, damage to property or damage to the environment, to the extent allowed by law.
3. **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.
4. **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.
5. **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.
6. **Modification.** No provision of the 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.
7. **Governing Law and Regulations.** This Agreement will be governed by and construed in accordance with the laws and regulations of the State of Kansas.
8. **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 18th day of May, 2016.



CITY OF BASEHOR, KANSAS

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

Attest:

By: Katherine M. Renn
Katherine M. Renn, City Clerk

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

By: Greg Pike
Greg Pike, Chairman

