

RESOLUTION NO. 2016-19

**A RESOLUTION APPROVING AND AUTHORIZING A GAS MAIN
RELOCATION AGREEMENT WITH ATMOS ENERGY CORPORATION**

WHEREAS, the City of Basehor has approved and will construct a public sidewalk and storm improvements project along Leavenworth Road (the "Project"); and

WHEREAS, the Project will require the relocation of a gas main owned by Atmos Energy Corporation; and

WHEREAS, the City of Basehor and Atmos Energy Corporation desire to enter into that certain Gas Main Relocation Agreement to allow for the relocation of the gas main in conjunction with the Project, 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 that certain Gas Main Relocation Agreement with Atmos Energy Corporation, attached hereto as Exhibit A.

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

ADOPTED by the Governing Body this 20th day of July, 2016.

SIGNED by the Mayor this 20th day of July, 2016.

SEAL

ATTEST:




David K. Breuer, Mayor


Katherine M. Renn, City Clerk

APPROVED AS TO FORM:

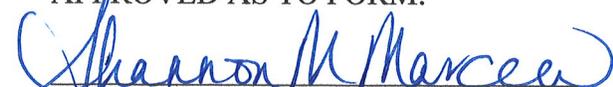

Shannon M. Marcano, City Attorney

EXHIBIT A

GAS MAIN RELOCATION AGREEMENT

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**, a Kansas Municipality, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the City proposes a road improvement project described as "PUBLIC SIDEWALK AND STORM IMPROVEMENTS FOR LEAVENWORTH ROAD located in Sections 27 Townships 10S, Ranges 22E.

and

WHEREAS, the Company is the owner of certain natural gas distribution pipelines and facilities located wholly or in part on private easements Bk. 531 Pg. 433 in the Leavenworth County Register of Deeds 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; or, if agreed upon by both parties, in writing, the City will relocate the natural gas pipeline and facilities by use of a Company-approved contractor. Company has the right, at its sole option, to design and inspect any work, along with overseeing the actual construction of the project. The City will submit any Change Orders, including plan revisions, to the Company for written approval, before start of such work.

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 \$119,884.42 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 29% of \$, which is \$34,426.27 as shown on Exhibit "B". Notwithstanding anything contained herein to the contrary, if the City utilizes a contractor to perform the construction and relocation of the facilities described herein, all costs attributable to the work of such contractor will be borne and paid for by the City regardless of whether such work is done on public or private easement.

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.

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.

7. The Company will relinquish its exclusive rights-of-way included with the proposed new street right-of-way within the limits of this described street improvement project, provided new private easements are granted, upon reimbursement by the City of the Company's cost of relocation.

8. That the construction involved with the relocation of the Company's facilities shall be 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 in connection with this project, except those claims resulting from the negligent acts of agents or employees of said City.

11. To the extent permitted by law and subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act, the City agrees to indemnify and hold harmless the Company 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 City, except those claims resulting from the negligent acts of agents or employees of the Company.

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 approx. 1500' of 2" HDPE SDR 11 & 14 services to avoid public sidewalk & storm improvements, as shown on Exhibits "A" & "B".

Estimated total cost of work to be performed on mains is \$119,884.42 with the percentage of total actual costs of completed work to be borne by the City is 29% (\$34,426.27).

11th IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this day of July, 2016.

EXECUTED BY THE CITY THIS
20th day of July, 2016

BY: David K. Basehor
Mayor of Basehor, Kansas

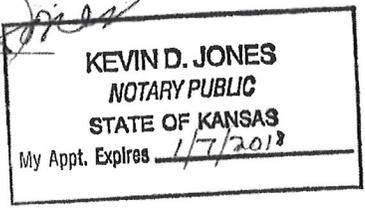
EXECUTED BY THE COMPANY THIS
11th day of July, 2016

ATMOS ENERGY CORPORATION
BY: Bart Armstrong
Bart Armstrong - Vice President, Operations

ATTEST: Katherine M. Rowan
City Clerk



ATTEST: Kevin D. Jones





July 11th, 2016

Mr. Gene Myracle

City of Basehor Superintendent

City of Basehor, P.O. Box 406, Basehor, Kansas, 66007

Re: Leavenworth Road Public Sidewalk & Storm Improvements

2" Main Relocation & Replacement

Dear Gene

Enclosed is a copy of the legal agreement, Exhibit A, Exhibit B, and an invoice for the above reference project. The total cost of the completed project was \$119,884.42 and 29% of the project is reimburseable due to private gas easement Bk. 531 Pg. 422. Therefore, \$34,426.27 is due. Please have the payment sent to the address or electronic remittance on the invoice.

If you should have questions or concerns please feel free to contact me at 913-254-6312.

Sincerely,

Atmos Energy

Phil Cellitti

Engineer



Invoice

Public Improvement Project

Re: 060.3143. Leavenworth Road. 06035797

2" Main Relocation & Replacement

See attached Estimate



INVOICE

CITY OF BASEHOR
P.O. BOX 406
BASEHOR KANSAS 66007

Page: 1
Invoice No: 223450
Invoice Date: 11-JUL-16
Customer No: 92142
Sales Rep: Phil Cellitti
Payment Terms: NET30
Due date: 10-AUG-16

For billing questions, please call: 913-254-6312 Total Amount Due 34,426.27 USD

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT AMT	NET AMT
1	Contributions in Aid of Construction	1		34,426.27	34,426.27

TOTAL 34,426.27

Please include Remittance Slip to ensure timely application of your Payment

CHECK REMITTANCE TO:

ATMOS ENERGY CORP
P. O. BOX 841425
Dallas TX 75284-1425

ELECTRONIC REMITTANCE TO:

ATMOS ENERGY CORP
Bank of America
ACH Routing# 111000012
Bank Wire Routing# 026009593
Acct# 3756617812
Ref: 223450



BILL TO:

CITY OF BASEHOR
P.O. BOX 406
BASEHOR KANSAS 66007

Customer No: 92142
Invoice No: 223450
Total Amount Due: 34,426.27 USD



Date 3/28/2016
 Address 25090 West 110th Terrace
 City, State, Zip Code Olathe, Kansas, 66061
 Contact Phil Cellitti: Office: (913)-254-6312.

Exhibit B

City	Basehor
Project Title	Public Sidewalk & Storm Improvements for Leavenworth Road
Project #	N/A
Federal Aid No.	N/A
Sections	27
Township	10S
Range	22E

Project Description

<i>Replace ~1480' of existing facilities to avoid public improvement conflicts.</i>	
Footage In Private Easement	425
Existing Main Footage In Public ROW	1055
<i>Facilities In Private Atmos Easement</i>	29%
<i>Facilities In Road Right Of Way</i>	71%

Cost Breakdown	Dollar Amount
Contractor Labor:	\$ 70,567.96
Warehouse Material:	\$ 7,212.04
Store Expense	967.33
Direct Company Labor:	\$ 5,691.81
Benefits	\$ 2,158.14
Total Direct Charges	\$ 86,597.28
Overheads (Corp, BU, St)	\$ 30,953.16
RHUTTs	\$ 2,333.98
Total	\$ 119,884.42
Reimbursement From City of Basehor	\$ 34,426.27

Atmos Expense | \$

85,458.15 |



July 13, 2016

City of Basehor
2620 North 115th Street
Basehor, KS 66007

Re: Self-Insurance

To Whom It May Concern:

Please be advised that Atmos Energy is insured for general liability in excess of \$1,000,000. The first \$1,000,000 is administered through a self-insured risk management program.

Please contact the undersigned if there are questions concerning this matter.

Sincerely,

A handwritten signature in black ink that reads "Jeannette Almanza". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Jeannette Almanza
Lead Risk Management Analyst
(972) 855-9774
jeannette.almanza@atmosenergy.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, Texas 75201-7357 Attn: Dallas.certs@marsh.com - Fax# 212-948-0519 100723--ALL-16-17* AL,EL WC	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Atmos Energy Corporation Attn: Jeannette Almanza 5430 LBJ Freeway, Suite 160 Dallas, TX 75240	INSURER A: Travelers Property Casualty Co. Of America		25674
	INSURER B: Associated Electric & Gas Ins Services Ltd		3190004
	INSURER C: The Travelers Indemnity Company		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** HOU-002764350-02 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TC2J CAP 152D6628 'Applies to AOS' '(Except Autos registered in:' 'LA, MS, TN & TX)'	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL5036605P 'Claims First-Made XS Liab Pol' 'Retroactive Date: 10/01/1986'	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 SIR \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	TC2KUB221T914-7-15	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract, Certificate Holder is an Additional Insured under the Automobile Liability Policy as respects operations of the named insured.

CERTIFICATE HOLDER City of Basehor 2620 N. 155th St. Basehor, KS 66007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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