



Authority: City of Olathe, Kansas

Project Route: 119TH & CLARE – WEST TO CEDAR CREEK
WASTEWATER PLANT

WR. No.: 1123612

WO No.: 50038838

UTILITY AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2024, by and between **Evergy Metro, Inc.**, a Missouri corporation, with its address at 1200 Main St., Kansas City, Missouri 64105, hereinafter called “Company”, and the **City of Olathe** in the State of Kansas acting by and through the City Council, hereinafter called “City”.

WITNESSETH:

WHEREAS, the City proposes to relocate existing overhead and underground electrical lines on 119th from Clare Road to the Cedar Creek Wastewater Plant in Olathe, Kansas for road improvements as part of City project 3-P-007-23 and,

WHEREAS, in order to construct and improve said street, it is necessary to adjust certain electrical facilities of the Company so as to maintain the present services of said Company, such changes being generally shown in legend on Company’s plans, identified as Company’s WO No. 50038838 consisting of Four (4) sheets, which plans are by reference incorporated herein and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Company’s facilities which will be relocated and rebuilt include distribution lines which are essential for Company to keep in operation in order to furnish continuous electrical service to Company’s customers served by said lines. Therefore, Company may



maintain such facilities in their existing locations until such time as new right of way is acquired or made available and/or governmental permits are secured by the Company for placement of its relocated facilities and it has relocated existing facilities or constructed new facilities as required. Company will proceed with the relocation and/or construction without unreasonable delay after the new right of way is available.

2. Company shall be responsible for surveying and staking horizontal and vertical alignment of relocated facilities prior to beginning relocation activities.

3. City will reimburse the Company for the cost of adjustments affecting those portions of Company's facilities not currently installed in public right-of-way pursuant to franchise, which are being relocated due to this project, hereinafter called "Reimbursable Cost".

4. Company shall develop the adjustment costs of the work by using the actual and related indirect costs accumulated in accordance with Company's established work order accounting procedure, and Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals and other necessary costs involved in such work. Company account shall identify Reimbursable Costs. The City Engineer or any other authorized agent of the City shall have access at all reasonable times to such Company records.

5. Company shall notify the City of the nature and extent of any substantial change made in the plans hereinabove referred to, and upon receipt of the City's written approval, such plans shall thereupon be deemed modified to include such changes.

6. City is responsible for the Reimbursable Cost of special ditching required for soil conditions including, but not limited to the presence of rock or other environmental issues which prevents the use of normal trenching and backfilling practices used in trenchable soil. City is responsible for maintaining grade and clearance during Company's construction.



7. City's obligation for Reimbursable Cost is estimated to be **\$190,207.61**. This estimate is based on 2023 labor and material costs, and may change significantly depending upon the actual date of construction.. Again, these are estimated costs, with final costs dependent upon actual construction. Upon completion of the work in accordance with the plans, City will promptly reimburse Company for the Reimbursable Cost of such work upon submission of a statement for such cost to the City. Provided however, that should City cause Company to delay or stop work prior to completion, then City shall reimburse Company for any Reimbursable Costs incurred within three months of the date the costs were incurred. After six months, any billed and unpaid balance shall accrue interest at the rate of six percent, compounded monthly, retrospective to the date the costs was incurred.

8. The cost breakdown for the reimbursement due to required adjustments of the Company facilities which were initially installed on private property is as follows:

INSTALL	<u>\$130,141.46</u>
REMOVAL	<u>\$45,750.59</u>
CIAC (gross-up)	<u>\$14,315.56</u>
Total Estimated City Liability	<u>\$190,207.61</u>

Reimbursement Ratio

\$ 175,892.05 / \$ 330,079.68= **53%**

9. This agreement is made pursuant to and in accordance with that certain franchise agreement between the Company and the City of Olathe dated April 16, 2013 (City Ordinance No.13-12), whereby any pavements, sidewalks or curbing taken up or any and all excavations made by the Company shall be done under the supervision and direction of the governing body of the City of Olathe under necessary permits issued for the work, and shall be made in done in such a manner as to give the least inconvenience to the inhabitants of the City of Olathe, and the public generally. Pavements, sidewalks, and curbing and excavations shall be replaced and repaired in as good condition as before with the all convenient speed.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement
be duly executed as of the date first above written.

EVERGY

By: _____

Title: Manager Design & Planning

CITY OF OLATHE, KANSAS

By: _____

Title: _____