

WATER MAIN RELOCATION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2024, by and between the **City of Olathe**, municipal corporation of the State of Kansas, hereinafter called the “City,” and **Water District No. 1 of Johnson County**, a quasi-municipal corporation of the State of Kansas, hereinafter called “WaterOne” (collectively called the “parties,” and each individually, a “party”).

WITNESSETH that:

WHEREAS, the City has determined that it is appropriate to reconstruct Woodland Rd. from 900 Feet west of the centerline of Lone Elm to the East Right-of-Way line of S. Woodland Rd., City of Olathe Project No. 3-C-024-21 (hereinafter called the “Public Improvement”); and

WHEREAS, the construction area is located in the area of the South ½ of Sections 13, 14, 15, and the North ½ of Sections 22, 23, and 24 Township 13S, Range 24E in the City of Olathe, Johnson County, Kansas; and

WHEREAS, as part of the Public Improvement, it is necessary to reconstruct and otherwise relocate water facilities which are presently either located in public right-of-way or city public utility easement, or located outside public right-of-way or city public utility easement, or located in WaterOne private easement (hereinafter called the “Water Facilities,” WaterOne Project Number RA-22000); and

WHEREAS, WaterOne has agreed to the relocation of the Water Facilities subject to the cost of the relocation of substituted facilities for those now located in or adjacent to WaterOne private easements being paid by the City; and

WHEREAS, K.S.A. 68-169, and amendments thereto, authorizes the parties hereto to enter into a joint agreement for the improvement proposed herein; and

WHEREAS, the City and WaterOne have determined to enter into this Agreement for the aforesaid Public Improvement; and

WHEREAS, WaterOne has executed this Agreement by its General Manager who is authorized to approve and execute such relocation agreements by Resolution of the WaterOne Board dated June 13, 1995; and

WHEREAS, the Governing Body of the City did approve and authorize the Public Improvement by adoption of Resolution No. 22-1019 dated February 1, 2022 and;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. The parties hereto enter into this Agreement for the purpose of relocating Water Facilities now situated in or adjacent to WaterOne's private easement or within the expanded street right-of-way contemplated by previous Relocation Agreements 00-402, 02-402, 03-406, or 04-406 between the City and WaterOne by replacing such Water Facilities to areas within the expanded public right-of-way, within permanent public utility easements, within remaining WaterOne easements or remaining portions of such easements not condemned by nor disclaimed to the City to avoid conflict with the City construction and improvements within its Public Improvement project. The Water Facilities are shown on the project plans which are incorporated herein by reference.
2. WaterOne hereby agrees to relocate the Water Facilities to an elevation and alignment compatible with the street improvements to be constructed by the City, and in a specific location to be agreed upon by both the City and WaterOne.

The City agrees to pay all costs of relocating the existing water facilities now lying in areas outside public right-of-way, or outside public utility easements, or within the expanded street right-of-way contemplated by previous Relocation Agreements 00-402, or 02-402, or 03-406, or 04-406 between the City and WaterOne, or those now lying within private easements or immediately adjacent to private easements and within previously expanded public right-of-way which are in conflict with the City Improvements Projects. The City's cost for relocating and replacing these facilities is 100% of the total WaterOne Improvement costs [estimated amount of **\$132,101.56**] (100% of cost estimate).

WaterOne will invoice the City no more than monthly, for progress payments for work completed.

3. WaterOne shall account to the City for all of its costs in designing, constructing, and connecting the relocated and replacement facilities which are to be relocated and paid for by the City. WaterOne shall make no further claim for damages or indemnification except as provided in Sections 2 and 6 herein.
4. Upon execution of this Agreement and written request by the City for commencement of relocation activities by WaterOne, WaterOne will commence work as soon as reasonably possible. WaterOne agrees that subject to delays due to weather and conditioned upon the City's ability to comply with its own construction schedule with respect to construction affecting the relocation by WaterOne, WaterOne shall complete the relocation of the Water Facilities within the Public Improvement project time limits.
5. WaterOne shall design, construct, and install the relocated Water Facilities within a course and area that will not conflict with the improvements to be constructed by the City. The specific location for the relocated facilities shall be agreed upon by both the City and

WaterOne. The City shall protect the newly relocated and installed Water Facilities from interruption or damage during the course of the Public Improvement.

6. The City may, in the future, elect to require WaterOne to again relocate those facilities being relocated pursuant to this Agreement to other areas within the expanded street right-of-way to avoid conflict with any future road improvements by the City and to specific locations to be agreed upon by both the City and WaterOne. In such an event, the City shall bear the entire cost of any such future relocation of any Water Facilities, shown on the incorporated project plans, that were relocated pursuant to this Agreement. In such an event, WaterOne shall account to the City for all of its relocation costs.

7. For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to WaterOne:

Water District No. 1 of Johnson County
Michelle Wirth, P.E.
Director of Engineering
10747 Renner Boulevard
Lenexa, Kansas 66219

If to the City:

City of Olathe
Nate Baldwin
Assistant City Engineer
Public Works Department
1385 S. Robinson Drive
Olathe, Kansas 66061-7159

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

8. This Agreement constitutes the entire agreement of the parties and may be amended or terminated only by written mutual agreement of the parties.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the authority of their respective governing bodies the day and year first above written.

CITY OF OLATHE

By: _____
John Bacon
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Robert Gallimore
Assistant City Attorney

WATER DISTRICT NO. 1 OF JOHNSON COUNTY

By: _____
Shaun P. Pietig
General Manager

APPROVED AS TO FORM:

By: _____
WaterOne Counsel

ACKNOWLEDGMENT

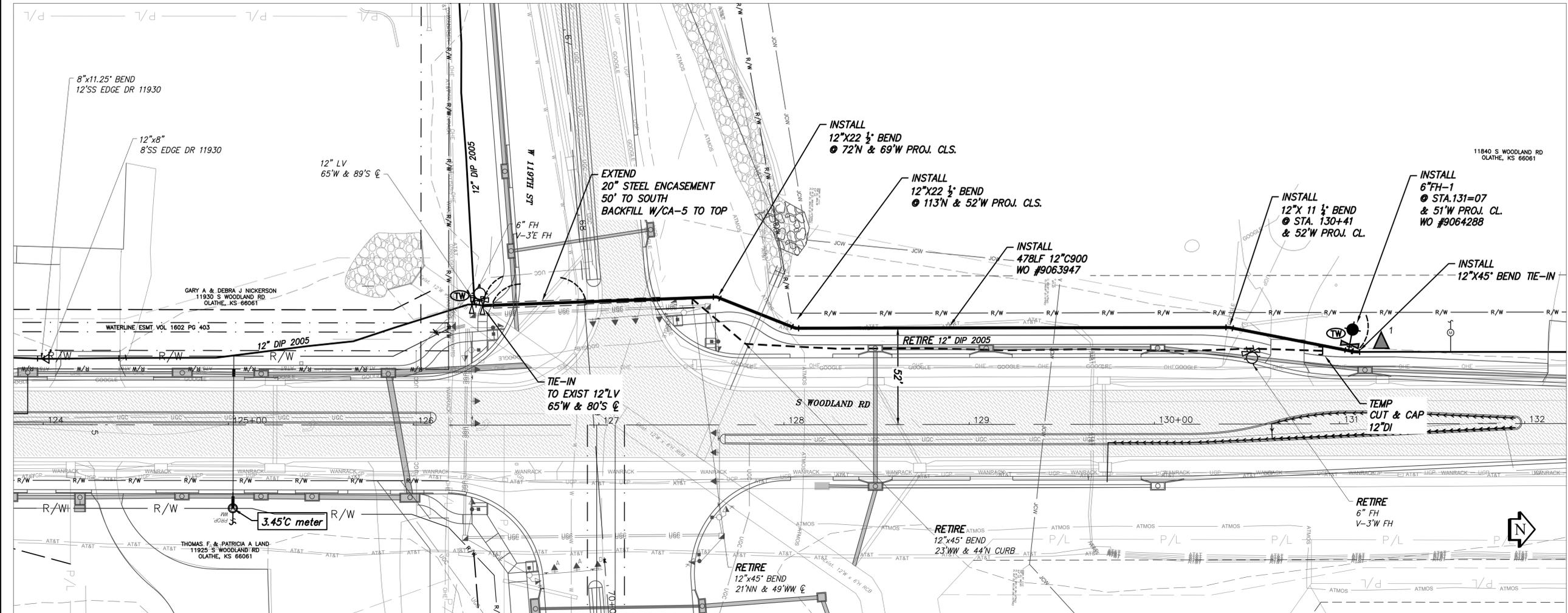
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **John Bacon, Mayor of Olathe, Kansas**, who is personally known to me to be the same person who executed the foregoing instrument on behalf of said City, and said person duly acknowledged the execution of the same to be the act and deeds of the City of Olathe, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:



PIPE RESTRAINT TABLE

ALL FITTINGS TO BE RESTRAINED JOINT UNLESS NOTED OTHERWISE. CONDITIONS OF TRENCH DEPTH OTHER THAN 3.5 FEET OR PRESSURE IN EXCESS OF 180 P.S.I. WARRANTS A RECALCULATION FOR THRUST RESTRAINT. CONTACT DISTRIBUTION ENGINEERING (913) 895-5741.

RESTRAINED LENGTHS IN THIS CHART ARE FOR BURIED PIPE ONLY. RESTRAINED PIPE WITH ENCASEMENT WILL INCREASE THE TOTAL RESTRAINED LENGTH BY THE LENGTH OF THE ENCASEMENT.

	HORIZONTAL or VERTICAL UP BENDS				
	4"	6"	8"	12"	16"
11 1/4" BEND	3'	4'	5'	7'	8'
22 1/2" BEND	5'	7'	9'	13'	16'
45" BEND	11'	14'	19'	26'	33'
90" BEND	25'	34'	44'	62'	78'

	VERTICAL DOWN BENDS				
	4"	6"	8"	12"	16"
11 1/4" BEND	7'	10'	12'	17'	22'
22 1/2" BEND	14'	19'	25'	35'	44'
45" BEND	28'	39'	51'	71'	92'
90" BEND	66'	93'	122'	172'	220'

	TEES (BRANCH ONLY), VALVES (BOTH SIDES) AND DEAD END				
	4"	6"	8"	12"	16"
RESTRAINED LENGTH	66'	93'	122'	172'	220'

	REDUCERS			
	4"	6"	8"	12"
6"	48"	-----	-----	-----
8"	88"	51"	-----	-----
12"	149"	125"	91"	-----
16"	204"	186"	161"	94"

NUMBER IS RESTRAINT LENGTH OF LARGER SIZED PIPE. IF HAVE COMBINATION OF BENDS, TEES-BRANCH, DEAD END, VALVE LONGEST RESTRAINT LENGTH IS TO BE USED.

09/29/2021

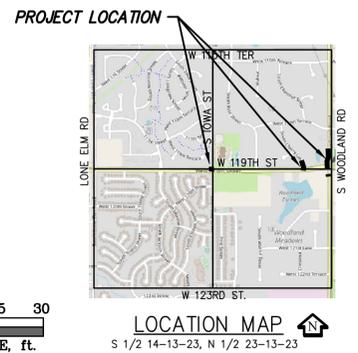
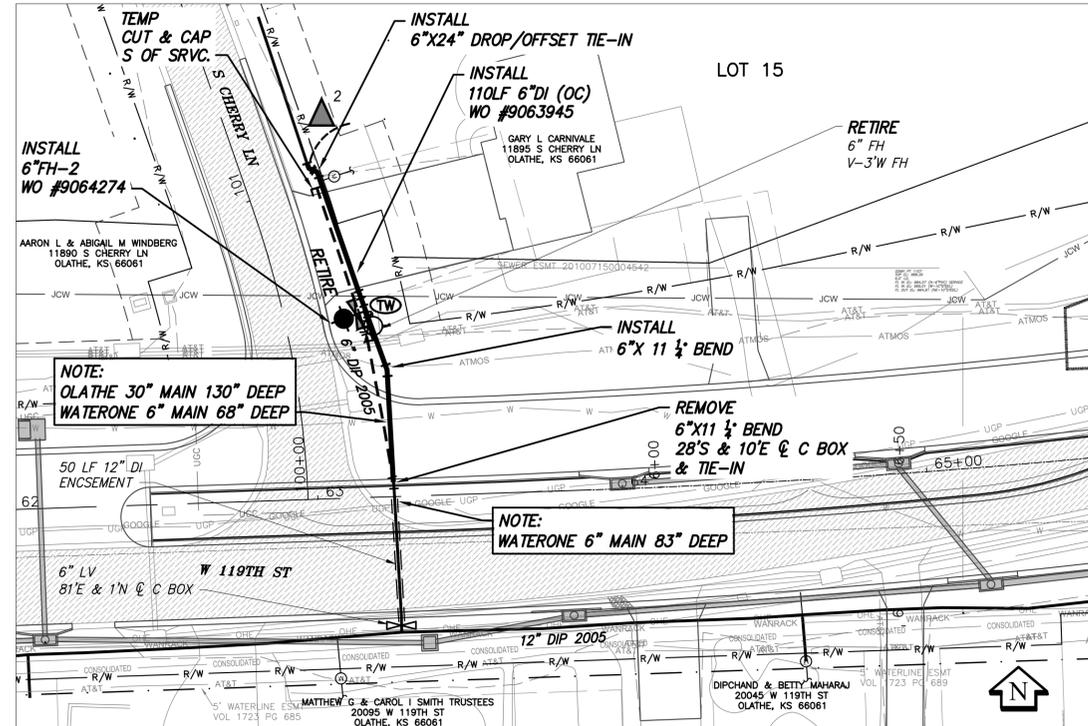
NOTES:

1.) LOCATIONS OF EXISTING UTILITIES SHOWN HAVE EITHER BEEN OBTAINED BY WATERONE IN THE FIELD AS A RESULT OF A REQUEST TO "KANSAS ONE CALL" OR BEEN PROVIDED BY A THIRD PARTY. WATERONE ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE UTILITY LOCATIONS SHOWN. PRIOR TO ANY EXCAVATION AT THIS LOCATION, CURRENT UTILITY LOCATES MUST BE OBTAINED IN ACCORDANCE WITH THE KANSAS UNDERGROUND UTILITY DAMAGE PREVENTION ACT.

LEGEND:

EXIST. PROPERTY LINE	PROP. PROPERTY LINE	CENTER	EASEMENT BY OTHERS	EXISTING WDI EASEMENT	PROPOSED WDI EASEMENT	FENCE	GAS	SECTION/SUBDIVISION	RIGHT-OF-WAY	SANITARY	STORM	TELEPHONE	UNDERGROUND CABLE	UNDERGROUND FIBER OPTIC	UNDERGROUND POWER	OVERHEAD POWER	BUILDING LINE	RETAINING WALLS	EX. WATER	EX. WATER TO BE RETIRED	PROP. WATER	PROP. WATER W/ CASING
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SUBSURFACE UTILITY ENGINEERING LEVEL (ASCE 38-02)



PROPOSED STRADDLE BLOCK	←→	BLOWOFF ASSEMBLY	⚡	EXIST.	PROP.
PROPOSED THRUST BLOCK	⚡	WATER METER	⊙	⊙	⊙
SAMPLE POINT	▲	BULLHEAD METER	⊙	⊙	⊙
TRACER WIRE TERMINAL	⊙	REDUCER	⊙	⊙	⊙
UTILITY/ ELECTRIC POLE	⊙	VERTICAL BEND	⊙	⊙	⊙
STREET LIGHT POLE	⊙	11.25" BEND	⊙	⊙	⊙
START/STOP PROJECT LIMITS	⊙	22.5" BEND	⊙	⊙	⊙
DITCH CHECK	⊙	45" BEND	⊙	⊙	⊙
EX. DRIVEWAY/SIDEWALK	⊙	90" BEND	⊙	⊙	⊙
PROP. PAVEMENT	⊙	TEE	⊙	⊙	⊙
MACHINE/RECEIVING PIT	⊙	FIRE HYDRANT	⊙	⊙	⊙
		TAPPING SLEEVE	⊙	⊙	⊙
		LINE VALVE	⊙	⊙	⊙
		VBP	⊙	⊙	⊙

- 2.) ANY EXISTING EROSION CONTROL MEASURES REMOVED OR DAMAGED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED UPON COMPLETION OF CONSTRUCTION
- 3.) THE PIPELINE SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE TEST.
- 4.) MAINTAIN A SEPARATION DISTANCE OF 10 FEET FROM OUTSIDE OF MAIN TO THE OUTER EDGE OF THE SANITARY MAIN STRUCTURES.
- 5.) MAINTAIN A SEPARATION DISTANCE OF 1 FOOT BELOW OR ABOVE ANY EXISTING OR PROPOSED STORM SEWERS.
- 6.) MAIN TO BE INSTALLED 3.5' DEEP TOP OF PIPE TYPICAL. 3' MIN. TO 5' MAX. TOP OF PIPE ALLOWED AT UTILITY CROSSINGS.

WORK ORDER NUMBER BY SIZE OF MAIN AND HYDRANTS				
12"	8"	6"	2"	FH
SEE ABOVE				

POSTED BY:	PM APPROVED:	DATE:	2/28/23
CHECKED BY:	LE APPROVED:	DRAWN BY:	KAC
DATE:	AMC APPROVED:	CHECKED BY:	
INSPECTOR:	MAP PAGE:	ENGINEER:	KAC
IN-SERVICE DATE:	119-199	AMS TILES:	J14, J23
	117-207, 117-199		



110LF 6", 478LF 12" RELOCATIONS	PRESSURE ZONE:	CROUTERS	DESCRIPTION:	S 1/2 14-13-24, N 1/2 23-13-23
119TH ST	ENGINEER/SURVEYOR:	HDR (LORENA OLIVEROS GUERRA)	PHONE NUMBER:	816-347-1350 E-MAIL: lorena.oliveros@drinc.com
CHERRY LN - WOODLAND RD	CITY:	OLATHE	JOB NO.:	RA-22000
	SHEET NO.:	1 of 1		