

AGREEMENT

This Agreement, is made and entered into this ____ day of _____ 20____, by and between the Secretary of the Kansas Department of Transportation (KDOT), hereinafter referred to as "Secretary," the Wakarusa Watershed Joint District No. 35, hereinafter referred to as "Wakarusa Watershed," Alvarado, Inc., the city of Lawrence, Kansas, hereinafter referred to as "City," and Douglas County, Kansas, hereinafter referred to as "Douglas." Collectively referred to as the "Parties."

WHEREAS, the Parties desire to rehabilitate the Yankee Tank Dam (Wakarusa Watershed Joint District No. 35, Site No. 24), hereinafter referred to as the "Dam," in order to bring the Dam into compliance with state and federal dam safety regulations, said rehabilitation hereinafter referred to as the "Project," and

WHEREAS, the Parties desire to enter into this Agreement to outline funding and responsibilities for the Project.

NOW, THEREFORE, in consideration of the premises, the Parties hereto mutually agree as follows:

I. WAKARUSA WATERSHED AGREES:

1. To secure and be responsible for all costs associated with all land rights needed for the Project.
2. To apply for and administer grant funding as available from the State Conservation Commission.
3. To obtain all permits associated with the Project.
4. To be responsible for the labor and costs of operation and maintenance of the Dam for its life.
5. To obligate funding to cover the total remaining construction cost of the Project after payments made by County, City, and Secretary, and after any grant payments made by the State Conservation Commission and the Natural Resources Conservation Service.
6. To modify easement elevation to correspond with the final design of the proposed Dam height and emergency spillway elevations.
7. To maintain a permanent pool of water in the Yankee Tank Watershed at not less than an elevation of 892 feet mean sea level.

II. CITY AGREES:

1. To obligate City funds to the project in the amount of \$75,000.00, regardless of the total Project cost.

2. To assist in promoting and gathering support for the Project through public meetings and local media.
3. To issue any required permits for the Project following approval of appropriate applications.

III. COUNTY AGREES:

1. To obligate County funds to the project in the amount of \$50,000.00, regardless of the total Project cost.
2. To assist in promoting and gathering support for the Project through public meetings and local media.
3. To issue any required permits for the Project following approval of appropriate applications.
4. To develop and administer a benefit district of properties affected and benefited from the Project. The total amount paid by the properties in the benefit district shall be a maximum of \$180,000.00 regardless of the total cost of the Project. If, for any reason, the Project is not completed, the benefit district will be terminated by County, and any and all assessments already levied against the properties in the benefit district shall be returned to the payees in full.

IV. SECRETARY AGREES:

1. To obligate funding not to exceed \$150,000.00 to cover construction cost of the Project after payments by County, City, the State Conservation Commission, and the Natural Resources Conservation Service.

V. ALVAMAR, INC AGREES:

1. To provide assistance to County to ensure voluntary annexation of Dam property and adjacent parcels.

VI. ALL PARTIES MUTUALLY AGREE

1. The Parties agree to meet or have telephone conferences regularly at agreed upon times to plan and to discuss activities related to the Project.
2. This Agreement will commence upon the date of the final signature and will be in effect for the life of the Project. Annual reviews of the Agreement will be conducted by the Parties to determine the need for future changes.
3. If insufficient funds, as determined by Wakarusa Watershed, are committed from other parties to meet all of the local financial costs to complete this project, the Wakarusa Watershed may terminate this Agreement. If this Agreement is terminated by the Wakarusa Watershed, it is understood the

Wakarusa Watershed will have sole responsibility for rehabbing or decommissioning the Dam.

4. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
5. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof.
6. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors in office.
7. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

The signature page immediately follows this paragraph.

Debra L. Miller,
Secretary of Transportation
Kansas Department of Transportation

BY: _____
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

Wakarusa Watershed Joint District No. 35
ATTEST:

(SEAL)

Larry Butel, President

Alvamar, Inc.
ATTEST:

(SEAL)

The City of Lawrence
ATTEST:

_____, City Clerk
(SEAL)

_____, Mayor

The County of Douglas
ATTEST:

Jamie Shew, County Clerk
(SEAL)

Nancy Thellman, Commission Chair