

WATER MAIN EXTENSION POLICIES

1. GENERAL

When anyone desires a water main to be extended to any property within the District they shall make application to the District as a Petitioner.

The total cost for such extensions and existing system improvements to provide adequate service to such property shall be paid for the applicant without any recourse for refund, in whole or in part, by the District.

The total cost shall include the cost of engineering, easements, construction, inspection, insurance, bonding, permits, and all other overhead expense.

Engineering is to be provided by the District under the supervision of a registered professional engineer having a valid Kansas registration whose seal shall be affixed to the prepared drawings.

The Petitioner shall deposit with the District the prescribed fee (see Fee Schedule) with a completed Water Main Extension Petition. The District will review the Petition and report findings to the Petitioner. If the project is approved and the Petitioner wishes to proceed, the Petitioner shall deposit 20% of the Probable Project Cost, **within 365 days** with the District to initiate engineering design. **The Probable Project Cost is subject to change due to increases in the cost of materials.**

After completion of design and review of such by Petitioner, he shall deposit the balance of Probable Project Costs with the District. The project will then be publicly advertised and competitive bids taken by the District at a public bid opening. Notwithstanding anything contained herein to the contrary, the District may elect to negotiate a contract with a competent contractor for any project without advertisement or competitive bids if the engineer's estimate for total construction costs is less than \$40,000.00.

Fire hydrants may be installed on appropriate existing mains subject to the District's approval, policies, and standards, provided that the full construction cost be paid by the person or persons requesting the fire hydrant. The District will provide necessary engineering, not to exceed a sum as stated in the Fee Schedule, inspection and administrative services free of charge.

2. WATER MAIN EXTENSION PETITION

- a. The applicant for a water main extension shall apply to the District for a water main extension using appropriate forms provided by the District. Policies for preparation and submittal of Petition and deposit can be obtained at the District's office.
- b. The District will review the Petition for water main extension and will take appropriate action.

3. WATER MAIN EXTENSION AGREEMENT

After acceptance of Water Main Extension Petition, the Petitioner shall complete and enter into a Water Main Extension Agreement with the District, making appropriate deposits as directed therein.

4. CONSTRUCTION OF WATER MAIN EXTENSION

The preparation of the drawing, specifications, and contract documents; the bidding procedure; the award of construction contracts; and the construction shall be in accordance with the District's policy. Policies for the above are available at the District's office.

During construction the District will provide inspection of the construction and obtain measurements for record and payment of contractor.

5. PAYMENT AND ADJUSTMENT OF DEPOSITS

The District will make periodic and final payments from the deposits made by the Petitioner.

After the main extension has been completed and all costs have been determined (including construction, engineering and all other overheads), if the actual cost thereof is less than the deposit, a refund of the difference shall be made to the Petitioner. If the actual cost thereof is greater than the deposit, the Petitioner shall make an additional payment to the District for the difference, within 30 days of notice.

6. INTEREST ON DEPOSITS

The District shall pay no interest on the applicant's deposits.

7. TITLE TO EXTENSION

Any extension to District water mains shall be and remain the property of the District.

8. OVERSIZING

The District reserves the right to oversize a water main extension beyond that required to serve the Petitioner's need. In the event that the District determines to oversize, the cost thereof shall be paid by the District or by the petitioner, as determined by the district.

9. RIGHT TO FURTHER EXTEND

The Water District reserves the right to further extend the water mains from and beyond each water main under District Policies. The Petitioner making deposit for an extension shall not be entitled to any refund for the connection of a customer or any extension there from.

10. SYSTEM IMPROVEMENTS

Nothing herein contained shall be construed as to prohibit the District from installing at its expense transmission, fire and reinforcing mains.

WATER MAIN EXTENSION PROCEDURES

1. GENERAL

The District will administer the preparation of documents and construction of water main extensions.

2. PROCEDURES

The District will:

- a. Provide Petitioner (developer or property owner) of a copy of the following:
 - (1) Water Main Extension Policies
 - (2) Water Main Extension Petition
 - (3) Water Main Extension Agreement
- b. Provide Petitioner upon request:
 - (1) Policies for Preparing Water Main Extension Design and Bidding Documents
 - (2) Water Main Extension Easement Policies
 - (3) Water Main Extension Drawing Standards
 - (4) Water Main Size, Routing, Connection and Material Policy
- c. Advise Petitioner of District planning that may affect extension sizing
- d. Accept Water main Extension Petition and fee deposit
- e. Prepare and provide the Petitioner a preliminary report and opinion of probable cost of the water main extension
- f. Prepare Water Main Extension Agreement for Petitioner's signature and accept probable project cost deposits.
- g. Prepare design documents
- h. Accept balance of project deposit and prepare Bid Invitation and contact potential bidders and publicly advertise.
- i. Prepare and issue Documents to bidders
- j. Receive bids, review, and make award with approval of Petitioner
- k. Confirm contract documents
- l. Inspect construction and measure quantities

- m. Make payment to Contractor
- n. Prepare record drawings based on construction records.
- o. Make accounting of final project cost, compare final project cost to deposits made by the Petitioner and make appropriate adjustments in accordance with Water Main Extension Policy

POLICIES FOR PREPARING WATER MAIN EXTENSION DESIGN AND BIDDING DOCUMENTS

1. GENERAL

When a property owner wishes to have a water main extension constructed within the boundaries of the District, the following policies will govern the orderly preparation of design documents and construction of facilities.

2. PRELIMINARY

- a. Petitioner will submit to District office three copies of preliminary plat approved by appropriate government agency. Also furnished will be information on required fire flows, if any, and water demands for commercial and industrial uses. This is to be accompanied by the prescribed fee and a completed Water Main Extension Petition to initiate preparation of a preliminary report.
- b. District will provide to Petitioner one copy of the preliminary report and probable project cost along with a copy of the District's Water Main Extension Agreement form for subsequent submittal to the District.
- c. Petitioner may purchase one or more copies of District's construction standards. These documents will be incorporated as a part of the construction documents.
- d. District will provide Policies on easement and legal description requirements and other data required on an as needed basis for preparation of water main extension drawings and specifications.
- e. District will provide information on water main extension sizing that is affected by planning, other known requirements or recommendations specific to the proposed extension may be provided by the District.

3. PRE-DESIGN SUBMITTALS

If Petitioner wishes to proceed with the project, Petitioner must sign a Water Main Extension Agreement and deposit with the District twenty percent (20%) of the probable project cost.

The Petitioner shall submit, along with the signed Water Main Extension Agreement and deposit, three copies of the following:

- a. Design drawings for the proposed development showing right-of-ways, easements, streets and storm drains, sanitary sewers, grading and lighting. Hard copies of computer generated drawings, accompanied with magnetic media formatted drawing in appropriate files and floppy disk, are acceptable.
- b. A preliminary plat or legal description of easements for construction and permanent rights-of-way on property crossed by proposed water main outside of development site or otherwise not shown on development site plat.
- c. Any special conditions to supplement the District's standard specification.

4. SUPPLEMENTARY PRE-DESIGN SUBMITTAL INFORMATION

The Petitioner's development drawings shall be accompanied by information on the type of residential development (except single-family) or proposed industrial or commercial use. This information must be sufficiently detailed to reveal:

- a. Number and arrangement of dwelling units
- b. Character of commercial or industrial water use, such as maximum demand rate, average and maximum day usage rates, or any other pertinent feature.
- c. Commercial or industrial building size, location and use, as well as details of fire protection requirements.

This information will be used by the District to verify the size and type of multi-family, commercial or industrial use water meter and the character of its installation. The sizing of water mains in excess of the minimum size may also be affected by this information.

Where grading plans are not required by political jurisdictions, the Petitioner may be required to show planned grade changes within 30 feet of the pipe alignment.

Where extension traverses property outside of Petitioner's property, sufficient grade or contour information shall be provided to illustrate differences between pipe alignment profile and adjacent roadway and ditch elevations. This information shall be used in preparation of the water main extension drawings.

Where pipeline is proposed on existing District or other utility easements the Petitioner shall furnish a copy of such existing easements with the design submittals.

5. DESIGN DOCUMENT PREPARATION AND REVIEW

District shall, upon receipt of satisfactory information from Petitioner, proceed with design of water main extension documents. Upon completion of design, District will submit two (2) copies of documents to Petitioner for review.

6. EXCEPTIONS TO STANDARDS OR POLICIES

The District Board of Directors will review and comment on any reasonable change the Petitioner may wish to make at variance with the District's Standards or Policies.

7. PETITIONER'S PROJECT AUTHORIZATION

When the Petitioner wishes to proceed with construction of the water main extension he/she shall, after review and approval of design documents, make a deposit equal to the amount of probable project cost, less previous deposit. Agreement shall be accompanied by certified legal plat of development, showing dedicated utility easements, and recorded easements for any additional easements and easements for any construction outside of development.

8. BIDDING PROCEDURE

The District will make design documents available to prospective bidders and other interested parties.

The District will set the place, date, and time that the bids will be received and so notify the Petitioner. The District will issue a Bid Invitation to known bidders in the area and any others that the Petitioner wishes to be informed of the project.

Bids and Bidder qualifications will be reviewed by the District, and made available to the Petitioner, if desired, for award to an acceptable bidder who may or may not be the low bidder. Upon acceptance of bids and prior to award of a contract, the PETITIONER will be required to deposit, with the District, any additional cost. After any necessary additional deposit is made the contract will be awarded by the District Board of Directors at a scheduled meeting, or at the direction of the Board, by designated a representative of the District.

The District will proceed with execution of a construction contract and provide inspection during project construction and make progress payments to the Contractor. Conformed to Construction Record drawings will be prepared by the District from information obtained during construction.

9. PROJECT ABANDONMENT

The Petitioner may abandon the project by written notification received at the District Office by Certified Letter not later than 72 hours after the bid opening and before contract award. Upon project abandonment the District will return Petitioner's deposit money less the amounts expended for engineering, surveying, testing, legal and other project costs.

WATER MAIN EXTENSION EASEMENT POLICIES

1. EASEMENT REQUIREMENTS

Petitioner shall provide all easements and right-of-way necessary for water main extension construction, at no expense to the District.

Within proposed platted developments the pipeline may, upon approval by the District, be laid within permanent road rights-of-way of residential streets where grades are established by curbs or other permanent construction. The pipeline will generally be located behind curbs approximately 5 feet from property line depending upon location of sidewalks, storm drains, etc. In some cases permanent easements may be required for construction of large mains, to skirt construction obstructions (natural or man-made), loop mains, etc.

Pipelines to be laid outside developments, parallel to existing roadways, will generally require easements. The permanent easement is to adjacent to and contiguous with existing road rights-of-way and of such width as to extend a minimum of 5 feet beyond a pipeline generally constructed 60 feet from center line of existing roadway. Temporary construction easements will normally be required adjacent to permanent easements or road rights-of-way where the pipe is laid. See typical easement arrangement below.

The above are minimum requirements and the District reserves the right to require additional easement coverage.

Easements will be prepared and filed by the District at the expense of the petitioner.

WATER MAIN EXTENSION DRAWING STANDARDS

1. DRAWING PREPARATION

Preparation of water main extension drawings shall conform with the following requirements and guidelines:

- a. Preferred drawing size is 24-inches by 36-inches and shall not exceed these dimensions in overall size. Standard Water District drawing sizes will be used. This will include standard sheet with the District's pre-printed, stick-on title block.
- b. Drafting media shall be ink on matte surface mylar or vellum, as acceptable to the District. Linework shall be dense enough to make quality prints. Media shall allow corrections and changes of lines and details.
- c. Sheet title block shall indicate:
 - (1) Name of development, subdivision or other description approved by the District.
 - (2) Rural Water District No. 7, Leavenworth County, Kansas
 - (3) Name of Petitioner
 - (4) Name of Engineer or Engineering firm preparing drawings.
 - (5) Kansas Engineering registration seal. This may be applied adjacent to the title block.
- d. Drawings of pipeline plan shall have a scale of 1-inch equals 50-feet. Detail plans of pipe a alignment around structures or other obstructions may have a scale of 1-inch equals 20-feet, or less.

Details of pipeline connections and other fitting and valve locations shall have sufficient size and dimensions to convey meaning but need not be to scale. Plan drawings and details shall have sufficient titles and north arrows to identify locations.
- e. Pipeline drawings may be drawn in part or entirely on standard plan and profile sheets. This may be needed to illustrate grading, stream crossings, parallel or intersecting roadway profiles, and other pertinent vertical location data.
- f. Water main extension easements must be shown on the pipeline drawings, Known and recorded existing utilities and easements should be shown where conflicts may arise or affect the construction. Rights-of-way of adjacent streets and roadways shall also be shown.
- g. Computer generated drawings are acceptable

- h. When development grading plans have not been prepared by Petitioner, any proposed grading within 30 feet of the pipe alignment may be required for use on the design drawings. This can be done by profiles, contours (existing and proposed), or spot elevations (existing and proposed).

Where extension traverses property outside of Petitioner's property, sufficient grade or contour information shall be provided to illustrate differences between pipe alignment profile and adjacent to illustrate differences between pipe alignment profile and adjacent roadway and ditch elevations. This information shall be used in preparation of the water main extension drawings.

WATER MAIN SIZE, ROUTING, CONNECTIN AND MATERIAL POLICY

1. REQUIREMENTS

- a. The size, routing, and points of connection of the water main (or mains) and the material specifications shall be determined by the District upon considering adequate service to prospective consumers, and possible or contemplated future extensions of the main.

Water main extensions shall be of not less than 8-inch size along all established county or other main through-roads within the District, interconnecting water main loops, and water line arteries within subdivisions and developments. Other water main extensions may be constructed of 6-inch minimum size. Water mains larger than 8-inch may be required to serve large developments, industrial, commercial, or other developments, as determined by the District.

In special cases the District may consider mains small than 6-inch, such as for short cul-de-sacs or similar arrangements less than 250-feet long that cannot be looped.

- b. All cost to be borne by the Petitioner regardless of facilities and main size.
- c. The terminus of the water main (or mains) to be installed shall provide for looping of mains whenever possible. All dead-end mains shall extend to the far side of the property or the last lot being served, unless a lesser distance be determined adequate by the District, and shall have a cleanout installed at the end.
- d. The District's water system has not been planned, designed, or constructed to provide water for fire suppression service.
- e. Construction standards for material and installation procedures are on file at the District office and are available for purchase by the public and interested parties.

APPLICATION FOR WATER LINE EXTENSION

1. Full legal description of property.
2. Patrons will receive a copy of policies and procedures manual for application (pages F-1 (1) and F-1 (2)) plus an easement to be filled out.
3. A \$300.00 Fee is required for study (NON-REFUNDABLE)
4. The water District will fax information over to the water district's engineer and the study will be done.
5. Study will be given to Board of Directors to approve or disapprove.
6. The district office will send you a letter and a copy of Engineer study the Board approved or disapproved.
7. This study of Probable Project Cost is valid for 365 days. After that time a new study will be required.
8. If the patron decides to go forward with the extension; the patron is required to fill out the water main extension agreement (pages F-2 (1) and F-2 (2)) and put up 20% of the probable cost of extension to get the drawings, state approval, etc. done.
9. After all the drawings, state approval, etc. is done; the patron is required to put up remaining amount owed for extension, then the extension will be installed when weather permits.
10. After the line extension is installed; an audit is conducted by water district to see if refund or debt is due petitioner.

WATER MAIN EXTENSION PETITION

This PETITION, made and entered into this _____ day of _____, 20____,

by and between _____

hereinafter called the PETITIONER, and Rural Water District No. 7 of Leavenworth County in the State of Kansas, hereinafter called the DISTRICT,
WITNESSETH:

WHEREAS: the PETITIONER is the owner (or developer) of real property described and identified as follows: [also attach a copy of the legal description, ownership, encumbrance, land plat or drawings and title report if available]

WHEREAS, the PETITIONER makes application and hereby petitions the DISTRICT for the extension of a water main to provide adequate water service and to serve such property; and

WHEREAS, the PETITIONER is in need of the extension requested and is willing to provide the sum of _____ Dollars (\$ _____) for the preparation of a preliminary report and probable project cost to furnish such water service as the DISTRICT shall decide is most economical and advantageous to the property and the DISTRICT'S System as a whole; and

NOW, THEREFORE, in consideration of this Application and this Petition of the PETITIONER and the provisions and conditions thereof herein contained, the parties hereto promise and agree as follows:

1. The PETITIONER hereby applies to and petitions the WATER DISTRICT for the probable project cost for a water main extension to provide water service to the property described above and shown on attached drawings.
2. The PETITIONER has simultaneously, with the execution and delivery of this Petition deposited with the DISTRICT the sum of \$ _____ cash being the fee necessary to initiate preparation of the probable project cost. The said non-refundable amount so paid by the PETITIONER shall be retained by the DISTRICT.

IN WITNESS WHEREOF, the PETITONER and the DISTRICT subscribe their signatures hereto the day and year first above written.

SEAL

Attest: _____

BY: _____

Signature of Petitioner

Street Address

Print name and title

City Phone

WATER DISTRICT NO. 7 of
LEAVENWORTH COUNTY, KANSAS

Attest: _____

By: _____

Manager

WATER MAIN EXTENSION AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 20____,

By and between _____
Hereinafter called PETITIONER, and Rural Water District No. 7 of Leavenworth County the
State of Kansas, hereinafter called the WATER DISTRICT,
WITNESSETH:

WHEREAS, the PETITIONER has previously petitioned the DISTRICT for preliminary report
and probable project cost for a water main extension;

NOW, THEREFORE, in consideration of the premises, this application and this Agreement of the
PETITIONER and the provisions and conditions thereof herein contained, and the parties hereto
promise and agree as follows:

1. The PETITIONER hereby applies to and petitions the DISTRICT for an extension of

water main at a total probable project cost, including overheads, of _____

to serve the following described property:

2. The PETITIONER has simultaneously, with the execution and delivery of this

Agreement, paid to the DISTRICT the sum of _____

Cash, being 20% of current probable project costs of said extension. Upon acceptance of design
and construction documents, and prior to bid advertising, the PETITIONER will be required to
deposit, with the District, the remaining portion of the probable project cost. The said amount so
paid by the PETITIONER shall be retained by the DISTRICT without interest, but subject to
reimbursement as hereinafter provided.

3. The DISTRICT shall proceed with due diligence to make said extension and:

- (a) If before a construction contract award is made it is determined by the
DISTRICT that insufficient funds are available for project costs, the
PETITIONER shall forthwith pay to the DISTRICT the difference between
deposited funds and the expected costs.

- (b) If before a construction contract award is made the PETITIONER wishes to abandon the project, and so notifies the DISTRICT by certified letter not later than 72 hours after the bid opening, the DISTRICT shall forthwith repay to the PETITIONER the difference between deposited funds and the amount of money expended by the DISTRICT for engineering, printing, and other costs.
- (c) If after completion and determination of the entire actual cost it is less than said expected cost, the DISTRICT shall forthwith repay to the PETITIONER the difference between said actual project cost of said extension and the total of deposited funds.
- (d) If the actual project cost thereof is greater than the expected cost, the PETITIONER shall forthwith pay to the DISTRICT the difference between the actual cost and the total of deposited funds.

4. It is further mutually understood and agreed that the DISTRICT shall have and retain full and complete ownership and title to said water main extension and appurtenances free of any liens or encumbrances, and it shall have the right to repair or replace said extension at any time without consideration of the PETITIONER or any water consuming customer or customers; also the DISTRICT shall have the right to extend any main installed by it pursuant to the terms of this AGREEMENT in or to other lands, streets, or avenues and the PETITIONER or any customer shall not by reason thereof, be entitled to any repayment.

5. It is also further mutually understood and agreed that all decisions in connection with the manner of installation of said mains, the type of materials to be used therein and the maintenance thereof shall be and shall so remain at the exclusive discretion and under the sole control of the DISTRICT.

6. This agreement is subject to the District's By-Laws, Rules and Regulations, Policies and Procedures.

IN WITNESS WHEREOF, the PETITIONER and the DISTRICT subscribe their signatures hereto the day and year first above written.

SEAL

Attest: _____

BY: _____

Signature of Petitioner

Print name and title

Street Address

City

Phone

WATER DISTRICT NO. 7 of
LEAVENWORTH COUNTY, KANSAS

Attest: _____

BY: _____

Chairman

