

RESOLUTION NO. 2017-02-010R

A RESOLUTION APPROVING A GAS MAIN RELOCATION AGREEMENT WITH
AMEREN ILLINOIS COMPANY

(North Lincoln Avenue at Olympian Drive)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana,
Champaign County, Illinois, as follows:

Section 1.

A Relocation Agreement between Ameren Illinois Company and the City of Urbana, Illinois, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

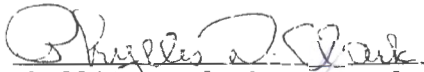
PASSED BY THE CITY COUNCIL this 6th day of March, 2017.

AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

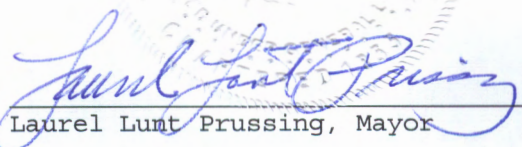
NAYS:

ABSENT:

ABSTAINED:


Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 7th day of March, 2017.


Laurel Lunt Prussing, Mayor

RELOCATION AGREEMENT

This Relocation Agreement (the "Agreement"), is made and entered into by and between Ameren Illinois Company d/b/a Ameren Illinois ("Ameren"), and the City of Urbana, Illinois ("City").

WITNESSETH:

WHEREAS, Ameren has rights under an easement to place and maintain a gas main or mains ("Gas Main") over the Lincoln Avenue right-of-way; and

WHEREAS, City has undertaken a project which has required Ameren to move its Gas Main to the location depicted on Exhibit A ("Current Location"); and

WHEREAS, Ameren has agreed to move the Gas Main to the Current Location and City has agreed to pay for the relocation of the Gas Main to the Current Location which is now City owned right-of-way ; and

WHEREAS, as part of moving the Gas Main to the Current Location, Ameren requested, and City agreed that any future relocation of Gas Main from the Current Location, made necessary by future improvements or use of North Lincoln Avenue, will be paid for by City.

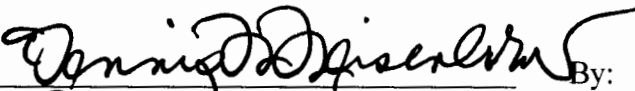
NOW, THEREFORE, for and in consideration of compliance with the following terms and conditions and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ameren and City agree as follows:


1. City agrees to pay Ameren the entire cost, including but not limited to, equipment, parts, labor and right-of-way fees, for any future relocation of the Gas Main from the Current Location made necessary by future improvements or use of North Lincoln Avenue.
2. City agrees that this obligation shall continue as long as Ameren maintains the Gas Main in the Current Location.
3. Within 60 days after the relocation of the Gas Main from the Current Location, Ameren will provide an invoice to City for the entire cost of the relocation and City will pay such invoice in full within 45 days. Any amount outstanding sums not paid will earn interest at the rate of 4% per annum or the highest rate allowed by law, whichever is lower.
4. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of Ameren and City and their respective affiliates, successors, beneficiaries, representatives, and assigns.

5. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of Illinois without regard to its choice of law provisions.
6. The terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
7. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.
8. This Agreement supersedes all previous agreements concerning the Gas Main, whether written or oral, between Ameren and City and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

**AMEREN ILLINOIS COMPANY
D/B/A AMEREN ILLINOIS:**

CITY OF URBANA, ILLINOIS:

By: 
Name: Dennis W. Weisenborn
Title: Vice President

By: 
Name: Laurel Prussing
Title: Mayor