

## ELECTRIC DISTRIBUTION LINE RELOCATION AGREEMENT

This Electric Distribution Line Relocation Agreement (“Agreement”) is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”) and Boone Electric Cooperative, a Missouri cooperative corporation (hereinafter “Boone”).

WHEREAS, City has requested that Boone relocate certain of its electric distribution facilities in connection with the new Discovery Drive Roadway construction project; and

WHEREAS, Boone desires to comply with the relocation request and assist the City in the new Discovery Drive Roadway construction project as set forth in this Agreement.

NOW, THEREFORE, City and Boone agree as follows:

1. Boone shall relocate its electric distribution facilities from approximately as set forth as indicated below:
  - Move BEC underground facility ID 99873 to the southeast approximately 50’.
    - Retire all connected conductors
    - Install new conductors
  - Retire a portion of the NW primary feed from BEC underground facility ID 99872 and install new primary feed at a deeper depth to a new splice point.

Boone understands this to constitute the entire extent of the City’s request for relocation of Boone’s electric distribution facilities in connection with the Discovery Parkway construction.

2. City shall, upon execution of this Agreement by Boone and City, pay Boone the sum of \$47,000.00, such sum representing the full and final cost due from the City to Boone for the relocation of electric distribution facilities as set forth herein. Both parties to this Agreement recognize that such sum may only be amended by a change order(s) entered into by the City and Boone.
4. This Agreement is entered into for the benefit of City and Boone only and not for the benefit of any third party.
5. This Agreement constitutes the entire agreement between Boone and the City regarding relocation of Boone’s electric distribution facilities required for the Discovery Drive Roadway construction project and supersedes all previous discussions and agreements and may not be modified, except by a written amendment, executed by both parties hereto.
6. After approval of the relocation plan and cost, and upon notification by the City,

Boone Electric will commence, without unnecessary delay, to make changes to its facilities. Boone Electric will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. Boone Electric has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the Boone Electric and other utility companies on this project.

7. In the event no public utility corridor is provided for use by Boone in relocating its electric distribution facilities, the City shall be responsible for providing, at no cost, to Boone, a permanent utility easement in favor of Boone from the underlying landowners so as to provide Boone with its standard right of way of fifteen (15) feet on each side of the centerline of the re-constructed and relocated facilities.

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this Agreement as of the above referenced date.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008830-604990, 00633, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
Michele Nix, Director of Finance

**BOONE ELECTRIC COOPERATIVE**

By: \_\_\_\_\_  
Todd Culley, General Manager/CEO