

FIRST AMENDMENT TO ELECTRIC DISTRIBUTION LINE RELOCATION AGREEMENT

This AMENDMENT (hereinafter "Amendment") is made by and between the CITY OF COLUMBIA, a municipal corporation (hereinafter "CITY"), and Boone Electric Cooperative, a Missouri cooperative corporation (hereinafter "Boone") both parties to an Agreement entered into on July 20, 2021 (hereinafter "Original Agreement") and is entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Boone are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, on July 20, 2021, CITY and Boone entered into an Agreement to redistribute electric distribution lines as part of the Lenoir Street improvement project

WHEREAS, both Parties hereto desire to formally amend the Original Agreement with this Amendment and desire to be bound by the terms contained in the Original Agreement as amended or supplemented by those terms contained in this Amendment.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Original Agreement, as follows:

1. Section 1 of the Original Agreement shall be amended with:

Boone shall relocate its electric distribution facilities approximately as set forth as indicated below:

- Relocate additional three phase overhead and underground facilities along Lenoir Street
- 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 Lenoir Street Improvement construction.

2. Section 2 of the Original Agreement shall be amended to state:

City shall, upon execution of this Amendment by Boone and City, pay Boone the total sum of \$59,379.27, such sum representing the full and final cost due from the City to Boone for the relocation of the electric distribution facilities as set forth herein. Both parties to this Amendment recognize that such sum may only be amended by a change order(s) entered into by the City and Boone.

2.1 The City paid \$35,755 of the total due on 08-12-2021. The remainder due is \$23,624.27

3. All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Original Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

SSC

By: _____
John Glascock, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / KM

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 44009830 6049902076 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

BOONE ELECTRIC COOPERATIVE

By: Todd E Culley
Todd Culley, General Manager/CEO
Date: 12/15/21

ATTEST:

By: Leigh Weaver
Leigh Weaver, Executive Assistant
Name and Title

ELECTRIC DISTRIBUTION LINE RELOCATION AGREEMENT

This Electric Distribution Line Relocation Agreement ("Agreement") is made and entered into by the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Boone Electric Cooperative, a Missouri cooperative corporation (hereinafter "Boone") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

WHEREAS, City has requested that Boone relocate certain of its electric distribution facilities in connection with the Lenoir Street Improvement project; and

WHEREAS, Boone desires to comply with the relocation request and assist the City in the Lenoir Street Improvement 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:

- Relocate three phase overhead and underground facilities along Lenoir St

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 Lenoir Street Improvement construction.

2. City shall, upon execution of this Agreement by Boone and City, pay Boone the sum of \$35,755.00, 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.

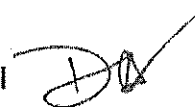
5. This Agreement constitutes the entire agreement between Boone and the City regarding relocation of Boone's electric distribution facilities required for the Lenoir Street Improvement project and supersedes all previous discussions and agreements and may not be modified, except by a written amendment, 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. The City shall provide, at no cost, to Boone, access to a public utility corridor and shall, for any future requests by City to move such facilities, reimburse Boone for any and all such relocation costs.
- 8. For the avoidance of doubt, the obligations of City as set forth in paragraph 7 of this Agreement shall survive termination of this Agreement and the completion of the work contemplated herein and shall be a future obligation of the City for the benefit of Boone.

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

CITY OF COLUMBIA, MISSOURI



By: John Glascock
John Glascock, City Manager

Date: 7/20/2021

ATTEST:

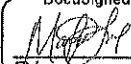

DocuSigned by:
Lynna L. Kelly, Deputy City Clerk
Lynna L. Kelly, City Clerk

APPROVED AS TO FORM:


DocuSigned by:
Nancy Thompson
Nancy Thompson, City Counselor

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I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008830-604990-00746 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

DocuSigned by:  DS 
Director of Finance

BOONE ELECTRIC COOPERATIVE

By: 
Todd Culley, General Manager/CEO

Date: July 7, 2021