



MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of City Council
FROM: William R. Gray, Public Works Director
DATE: February 23, 2017
RE: Lincoln Avenue Improvements – Ameren Illinois Company Gas Main Relocation Agreement

Introduction

Ameren Illinois Company (Ameren) determined last year that an existing 6” gas main within a private easement located under Lincoln Avenue needed to be relocated outside of the proposed (new) Lincoln Avenue pavement. Per the Ameren/City franchise agreement, this relocation would be at the City’s expense (approximately \$250,000) since this gas main is not within a public right-of-way. The City and County have purchased right-of-way along the entire improvement (one mile) corridor. This private easement was pre-existing.

In an effort to avoid the cost of relocating the Ameren gas main outside of the purchased Lincoln Avenue right-of-way (in another private easement on private property), Ameren and the City identified a location (see Exhibit A) that works for both parties and saves the additional expense of purchasing an easement for the gas main. To protect Ameren’s pre-existing rights, it is recommended that the City enter into the attached relocation agreement. The agreement does stipulate that if the City (via a roadway-related improvement) ever needs to relocate this gas main again, the City would pay for those expenses. The likelihood of this happening is very remote as the planned gas main location is outside of a future four-lane roadway improvement and would not be impacted by future improvements.

A quick project update - construction began earlier this month on the one-mile long, two-lane roadway between Saline Court and Olympian Drive with tree removal work. The Phase I detour will occur in early March with the beginning of earthwork and storm culvert pipe work. The total project cost is estimated at \$4,153,000 which includes engineering fees, right-of-way acquisition costs, utility relocation costs and construction costs.

Financial Impact

The City will provide the funds initially for the gas main relocation construction expenses and seek reimbursement from IDOT (80%) and from the County (10%) via intergovernmental agreements. The

City has provided its share of these utility relocation costs in the FY2016/2017 Budget (E09-1-0400-0329). The City's share is coming from state MFT funds.

Recommendation

It is recommended that a Resolution Approving a Gas Main Relocation Agreement with Ameren Illinois Company (North Lincoln Avenue at Olympian Drive) be approved.

RESOLUTION NO. 2017-02-10R

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 ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

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.

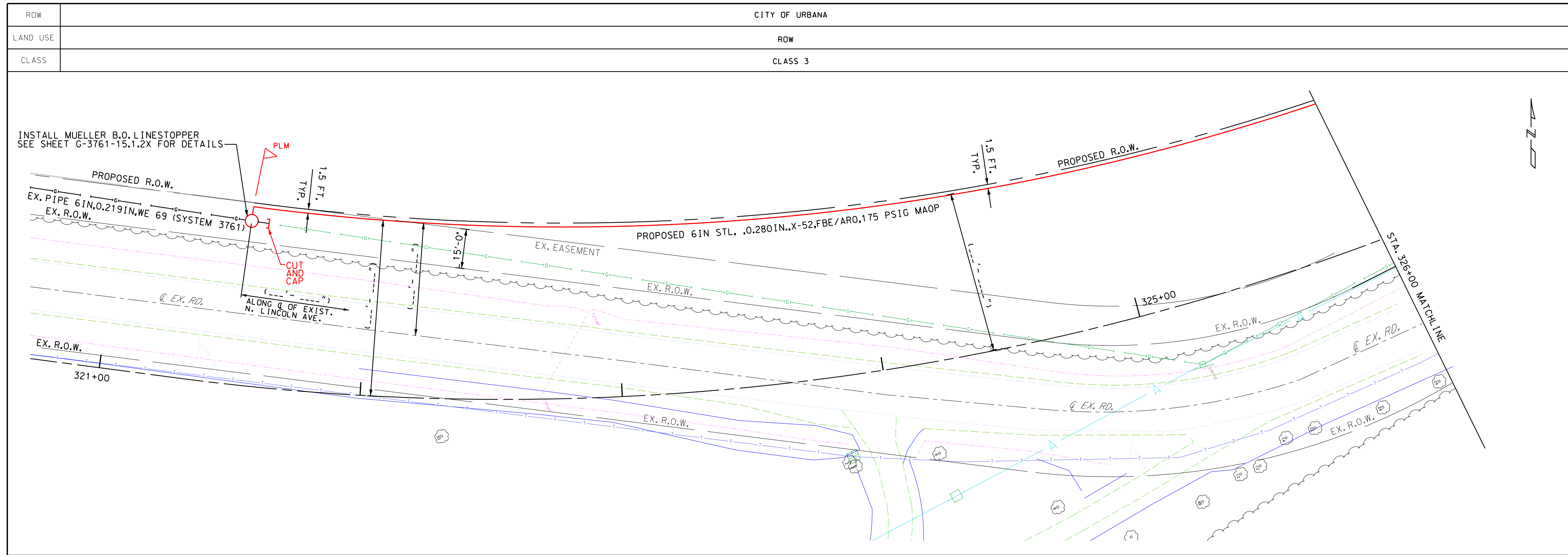
5. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of Illinois without regard to its choice of law provisions.
6. The terms and conditions of this Agreement shall not be amended, changed or altered except in writing 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: _____
Title: Vice President

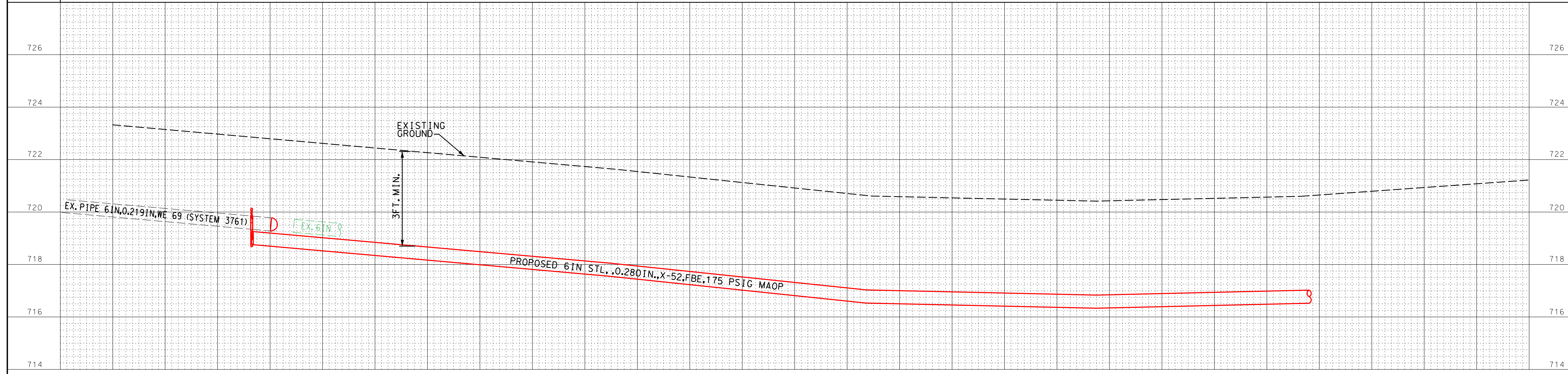
By: _____
Name: _____
Title: Mayor



BILL OF MATERIAL			
ITEM	DESCRIPTION	STOCK#	QTY.
4	POST., PIPELINE MARKER, 3" DIA., PL., 7 FT	1602630	1
3	TEE, PIPE, 6 IN, STL, BW, GRADE B.O. 280 IN WALL	1912442	1
14	CAP, PIPE, 6 IN, STL, BW, GRADE B.O. 280 WALL	1915158	2
2	ELBOW, PIPE, 6 IN, 90 DEG, STL, SCH 40	1923939	1
1	FITTING, LINE STOPPER, 6 IN, STL, B.O. CLS 300	1933035	1
7	PIPE, NM, FBE/ARO STL, 6 IN, 0.280 IN WALL	3223342	

WELD LOCATION

MATERIALS
①
②
③
④
⑦
⑭



LEGEND	
— (dashed)	EXISTING
— (solid red)	PROPOSED
— (dotted green)	REMOVE/PRETIRE
— (dotted blue)	FUTURE/TEMPORARY
— (dotted black)	HIDDEN

"EXHIBIT A"

REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD	REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD
0	12-1-2016	RKF	PER INITIAL ISSUE J09T3	JBH									

- NOTES**
1. CALL J.U.L.I.E. BEFORE CONSTRUCTION.
 2. INSTALL ALL PIPE A MINIMUM OF 36" DEEP.
 3. USE A HOLIDAY DETECTOR OR "JEEP" ON ALL PIPE BEFORE INSTALLATION.
 4. NOTIFY CP GROUP TO TURN OFF RECTIFIER BEFORE STARTING CONSTRUCTION.
 5. LEAK TEST TIE-IN WELDS AT OPERATING PRESSURE.

REFERENCES

Ameren ILLINOIS

NOTICE OF LIMITED RESPONSIBILITY
 THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN WORK SHOWN ON PROJECT DRAWINGS AND DOCUMENTS BEARING HIS/HER SEAL, SIGNATURE OR INITIALS. HIS/HE DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. THE UNDERSIGNED DISCLAIMS ANY RESPONSIBILITY FOR WORK DONE UNDER SUBSEQUENT REVISIONS AND ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIALS.

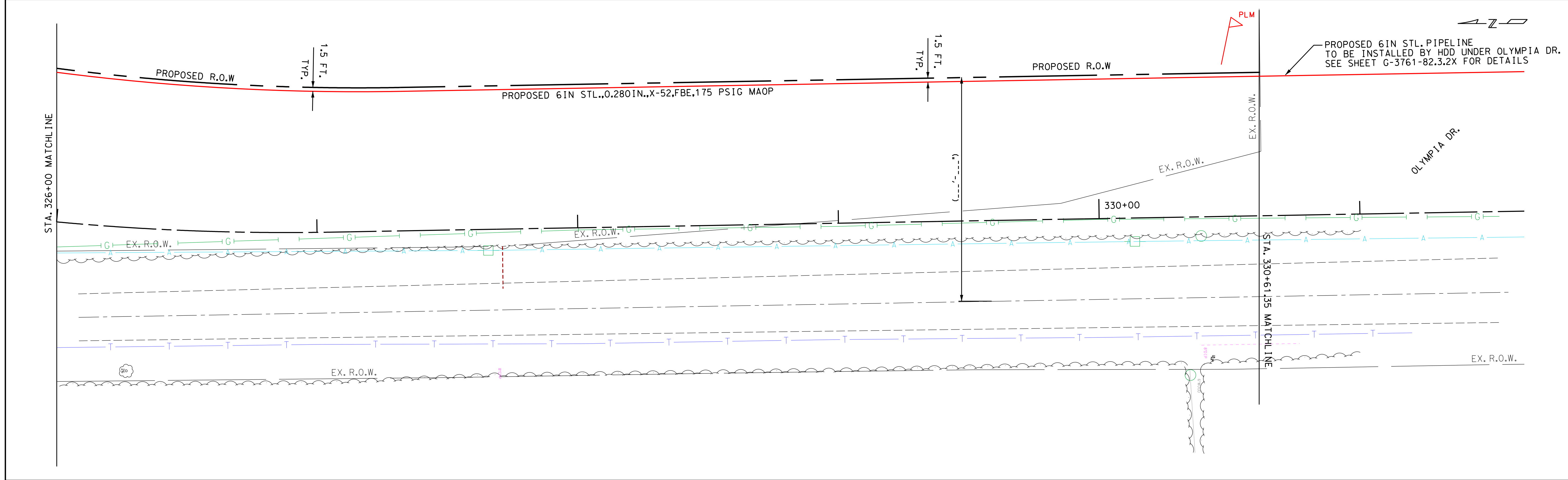
RELOCATE 6 IN STEEL PIPELINE NORTH LINCOLN AVE. (SYSTEM 3761) CHAMPAIGN, IL.			
ACCT AIC-02-2A-376-0G5-0-J09T3-02-RQGR-EG-GTSE001675	DRF RKF	DATE: 12-1-2016	PLOTTED: 2-17-2017
SCALE: 1"=20'	ENG JBH	DRAWING NUMBER	
PG. 1 OF 3	RVW	REV	
	APPD	0	

PG. 1 OF 3

ROW	CITY OF URBANA
LAND USE	ROW
CLASS	CLASS 3

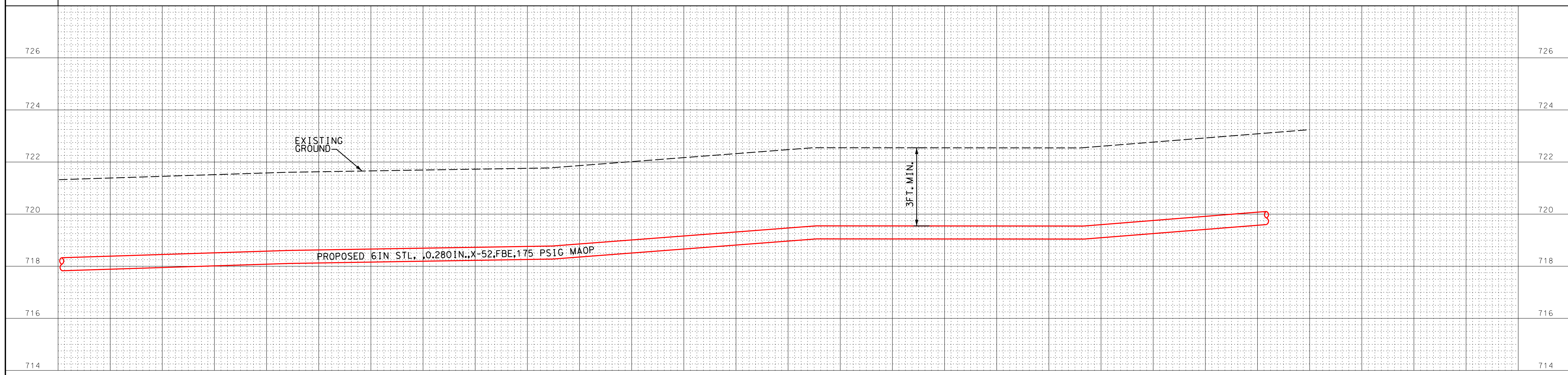
BILL OF MATERIAL

ITEM	DESCRIPTION	STOCK#	QTY.
4	POST., PIPELINE MARKER, 3" DIA., PL., 7 FT	1602630	1
7	PIPE, WM, FBE/ARO STL, 6 IN, 0.280 IN WALL	3223342	



WELD LOCATION

MATERIALS	
⑦	④



REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD	REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD	NOTES
0	12-1-2016	RKF	PER INITIAL ISSUE J09T3	JBH										

NOTES

- CALL J.U.L.I.E. BEFORE CONSTRUCTION.
- INSTALL ALL PIPE A MINIMUM OF 36" DEEP.
- USE A HOLIDAY DETECTOR OR "JEEP" ON ALL PIPE BEFORE INSTALLATION.
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"EXHIBIT A"

**RELOCATE 6IN STEEL PIPELINE
NORTH LINCOLN AVE. (SYSTEM 3761)
CHAMPAIGN, IL.**

ACCT AIC-02-ZA-376-0G5-0G5-0-J09T3-02-RQGR-EC-GTSE001675

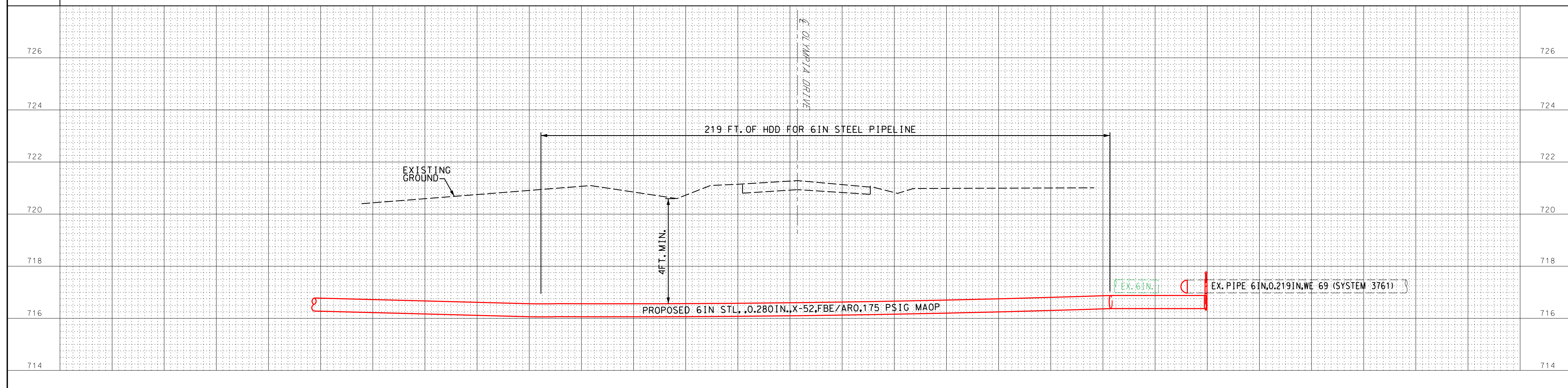
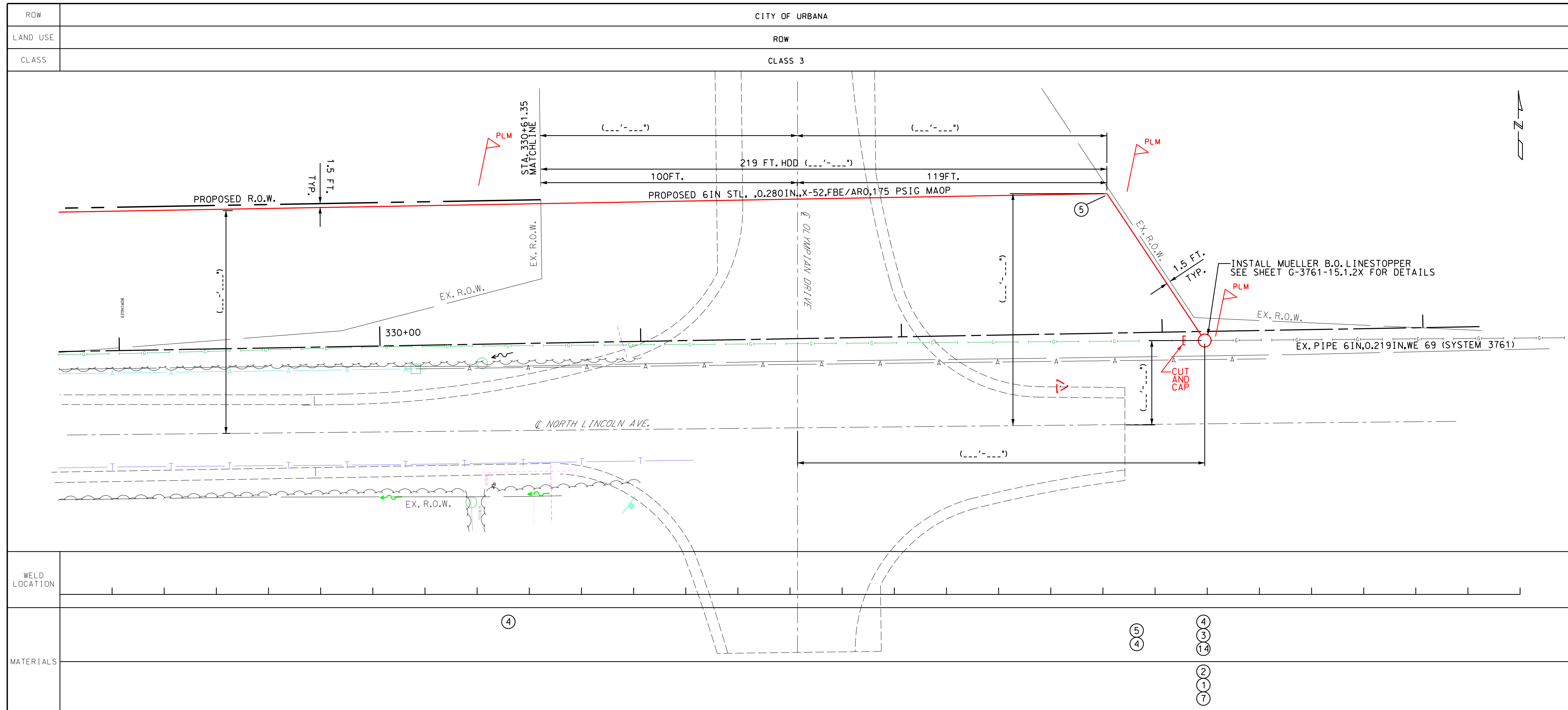
DRF RKF DATE: 12-1-2016 PLOTTED: 2-17-2017 SCALE: 1"=20'

ENG JBH DRAWING NUMBER

RVW PG. 2 OF 3

APPD REV 0

PG. 2 OF 3



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2	ELBOW, PIPE, 6 IN, 90 DEG, STL, SCH 40	1923939	1
1	FITTING, LINE STOPPER, 6 IN, STL, B, O, CLS 300	1933035	1
7	PIPE, NM, FBE/ARO STL, 6 IN, 0.280 IN WALL	3223342	
5	ELBOW, 45°, 6 IN, BW, LR	1923888	1

WELD LOCATION	MATERIALS
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REV	DATE	DRF	DESCRIPTION	ENG	RVW	APPD
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PLOTTED	2-17-2017
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REV	
APPD	

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ILLINOIS

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RELOCATE 6IN STEEL PIPELINE
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CHAMPAIGN, IL.

PG. 3 OF 3