

**RESOLUTION NO. 03-16**

**RESOLUTION AUTHORIZING AMENDMENT TO NATURAL GAS MANAGEMENT  
AGREEMENT  
WITH UTILITY GAS MANAGEMENT**

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD  
OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, as follows:

1. The First Amendment to Natural Gas Management Agreement with Utility Gas Management, in the form as attached to this Resolution, is approved.

2. The President of the Board of Trustees or the Superintendent of Public Works is authorized to execute the amendment.

**BE IT FURTHER RESOLVED** that this resolution shall be in full force and effect upon its passage and approval.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this 20th day of June, 2016; and upon roll call the vote was as follows:

**AYES:** Belsley, Blunier, Daab, Hermann, Kaufman

**NAYS:** None

**ABSENT:** Heer

**ABSTAINING:** None



APPROVED this 20th day of June, 2016.

*RR Winson*

**President**

ATTEST:

*Joseph A. Fohl*

**Village Clerk**





**FIRST AMENDMENT TO  
NATURAL GAS MANAGEMENT AGREEMENT**

**THIS FIRST AMENDMENT TO NATURAL GAS MANAGEMENT AGREEMENT** ("NGMA") is entered into effective as of June 20, 2016 (this "Amendment"), between Utility Gas Management ("Manager") and the Village of Morton, Illinois ("Client").

**WHEREAS**, Manager and Client are parties to a NGMA dated October 1, 2012, and

**WHEREAS**, Manager and Client have agreed to amend certain terms and conditions of the NGMA;

**NOW, THEREFORE**, in consideration of the premises and the respective promises, conditions, terms and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Manager and Client do hereby agree as follows:

1. Section 2.1 of the NGMA is amended and restated in its entirety as follows:

"2.1 Term. Subject to the other terms and provisions hereof, this Agreement shall be effective from November 1, 2016 and shall continue and remain in full force through October 31, 2021. In the event Manager and Client mutually agree to extend the terms of this Agreement beyond the primary term, such extended term shall coincide with the extended supply term specified in Exhibit "B" that shall be attached hereto and made a part of this Agreement."

2. The definitions contained in the NGMA shall have the same meaning in this Amendment unless otherwise stated in this Amendment.

3. Except as otherwise stated in this Amendment, all terms and conditions of the NGMA shall remain in full force and effect.

4. This Amendment may be executed by the Parties in separate counterparts and initially delivered by facsimile transmission or otherwise, with original signature pages to follow and all such counterparts shall together constitute one and the same instruments.

5. This Amendment shall be governed by, construed and enforced under the laws of the State of Kansas without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative, effective as of the Effective Date.

Utility Gas Management

By:  \_\_\_\_\_

Name: Ron Ragan

Title: Partner

Date: 6/22/16

Village of Morton, Illinois

By:  \_\_\_\_\_

Name: Craig Loudermilk

Title: Director of Public Works

Date: 6/20/16