

ORDINANCE PROVIDING FOR CONTRACT FOR
DETERMINATION OF CONSUMPTION OF ELECTRICITY
WITHIN CORPORATE LIMITS ON UNIVERSITY
OF ILLINOIS PROPERTY

WHEREAS, an ordinance providing for a municipal utility tax was passed and later amended by the Council of the City of Urbana, Illinois, which said ordinance, as amended, is now in force; and

WHEREAS, it has been determined by the Council that the City should contract and agree with City of Champaign, Illinois and Illinois Power Company on the factual determination of the allocation of use and consumption of electricity by the Board of Trustees of the University of Illinois within the corporate limits of the City of Urbana, and the corporate limits of the City of Champaign; and

WHEREAS, it has been determined by the Council that the contract which is attached hereto and made a part hereof as Appendix "A" is the most equitable means of reaching said factual determination.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, Illinois, as follows:

1. The Mayor of the City of Urbana be, and he hereby is, authorized to enter into the contract which is attached hereto and made a part hereof as Appendix "A" and to bind the City of Urbana, Illinois, to the terms of the contract; be it further ordained that the Mayor of the City of Urbana, Illinois, shall each year under the terms of said contract redetermine the allocation of use and consumption of electricity as set out in said contract and extend the term of said contract from year to year in accordance with the terms thereof.

Passed this 4th day of December, A.D., 1967.

City of Urbana, Illinois, a municipal corporation

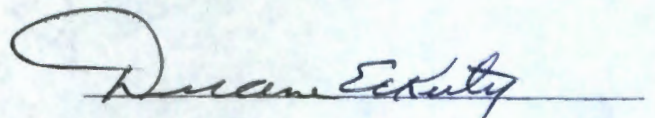
By Stanley B. Swann
Mayor

ATTEST: Duane E. Kelly
City Clerk

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.

I, DUANE ECKERTY, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "Ordinance Providing For Contract For Determination of Consumption Of Electricity Within Corporate Limits On University Of Illinois Property", adopted by the City Council of the City of Urbana, Illinois, on the 4th day of December, 1967, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 5th day of December, 1967.



CITY CLERK



AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1967, by and between CITY OF URBANA, ILLINOIS, a municipal corporation, hereinafter called "Urbana", CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation, hereinafter called "Champaign", and ILLINOIS POWER COMPANY, a corporation, hereinafter called "Power Company",

WHEREAS, Urbana and Champaign have duly enacted an ordinance levying a municipal utility tax on electricity used or consumed within the corporate limits of Urbana and Champaign; and

WHEREAS, Power Company is obligated under the terms of said ordinances and the provisions of the applicable Illinois Revised Statutes to collect said municipal utility tax; and

WHEREAS, the Board of Trustees of the University of Illinois is a customer to whom Power Company sells electricity for use and consumption within the corporate limits of both Urbana and Champaign; and

WHEREAS, it is necessary to determine the quantity of electricity used and consumed by the Board of Trustees by the University of Illinois within each of the corporate limits of Urbana and of Champaign; and

WHEREAS, the Board of Trustees of the University of Illinois maintains a meter for measuring the quantity of electricity used and consumed at each facility in its physical plant located within Urbana and Champaign.

NOW, THEREFORE, IT IS AGREED as follows:

1. The consideration for this agreement shall be the mutual covenants and agreements contained herein.
2. For purposes of computing the municipal utility tax to be levied upon the electricity purchased from Power Company by the Board of Trustees of the University of Illinois, the total number of

kilowatt hours of electricity used or consumed within the corporate limits of Champaign by said Board of Trustees is hereby determined to be 36.4% of the total kilowatt hours of electricity sold to said Board of Trustees by said Power Company during any period for which said tax is computed. The total number of kilowatt hours of electricity used or consumed within the corporate limits of Urbana by said Board of Trustees is hereby determined to be 61.5% of the total kilowatt hours of electricity sold to said Board of Trustees by said Power Company during any period for which said tax is computed.

3. Power Company in computing, assessing and collecting the municipal utility tax of Champaign and Urbana on electricity sold to the Board of Trustees of the University of Illinois shall compute, assess and collect said tax on the basis that the total kilowatt hours of electricity sold said Board of Trustees is used or consumed as stated in Paragraph Two (2) of this agreement.

4. The allocation of the use and consumption of electricity sold to the Board of Trustees of the University of Illinois by Power Company shall be reviewed each year during the month of _____ and the Mayor of Urbana and the City Manager of Champaign and the General Manager of the Champaign office of Power Company shall agree on any changes to be made in the allocation of consumption between Urbana and Champaign and extend the agreement between the parties for an additional one (1) year period. Said extension shall be by a written memorandum which shall be attached to and become a part of this agreement. The determination of the allocation of consumption of electricity shall be based upon statistics compiled by the Physical Plant of said Board of Trustees based on actual meter readings at each facility within the corporate limits of Urbana and Champaign.

5. This agreement shall be terminated upon either the repeal of the municipal utility tax by either Urbana or Champaign or upon sixty (60) days notice in writing by any party to both of the other parties stating that the agreement is terminated at the expiration of sixty (60) days notice period.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

City of Urbana, Illinois, a
municipal corporation

By _____
Mayor

ATTEST: _____
City Clerk

City of Champaign, Illinois, a
municipal corporation

By _____
City Manager

ATTEST: _____
City Clerk

ILLINOIS POWER COMPANY, a
corporation

By _____
Vice President

ATTEST: _____
Secretary