

ELECTRIC CONTRACT ORDINANCE

NUMBER 8081-101

AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF ALL ELECTRIC ENERGY REQUIRED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, FOR THE OPERATION OF ITS STREET LIGHTING SYSTEM, LIGHTING OF ITS CITY BUILDINGS AND OTHER MISCELLANEOUS PURPOSES.

WHEREAS, THE CITY OF URBANA, hereinafter designated as "Municipality," has a Street Lighting System, City Buildings, Traffic Lights, Subway Pumps and off street parking lots, etc. and will require electric energy for operation thereof, and

WHEREAS, ILLINOIS POWER COMPANY, hereinafter designated as "Utility," has submitted a proposal for supplying the electric energy; and the acceptance of such proposal is deemed in the public interest and to the advantage of the Municipality.

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL of the CITY of URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS:

1. That Utility hereby agrees to furnish to Municipality and Municipality agrees to accept from Utility electric energy in the form of alternating current of frequency of approximately sixty cycles and a potential of approximately 4000 & 120/240 volts, all requirements of Municipality for the operation of its Street Lighting System, lighting of its City Buildings and other miscellaneous purposes.

2. That Municipality further agrees it will not use the electric energy herein contracted for under any condition or for any other purpose than provided herein, and that it will not resell any of this energy for any purpose whatsoever without the written consent of Utility.

3. That from and after the beginning of the delivery of electric energy hereunder and during the term of this Contract, Utility agrees to furnish to Municipality and Municipality agrees to pay to Utility, all in accordance with Utility's Electric Price Schedule III. C. C. No. 23 Sheet No. See Note as now filed with the Illinois Commerce Commission or as reissued and made effective from time to time as provided by law, and that all electric energy purchased for Street Lighting purposes shall be subject to the provisions of paragraph No. 6 of Franchise Ordinance passed and approved by the City Council of Municipality Jan. 6, 1969.

4. That Municipality shall be indebted to Utility only in the amount or amounts represented by monthly charges for electric energy actually furnished hereunder and is under no obligation to receive or accept any minimum of service under this Contract.

5. That Utility agrees to extend its lines to the premises of Municipality and to furnish and install all equipment necessary for the purpose of delivery and controlling the energy taken by Municipality up to the point of delivery, which point of delivery shall be where Utility's service wires connect with Municipality's outlet or service wires. The point of metering shall be at the location of the Utility's owned and installed meter.

The locations shall be as shown on Exhibit "A" attached hereto and made a part hereof.

*Note - Sheet Nos. 30, 31, 32, 33, 37, 38, & 40,

herein established as point or points of delivery where such electric energy shall be metered, delivered and accepted, provided, that at any time during the term hereof, to meet changes in operations of the properties of either party, any point of delivery may be changed, discontinued, or additional points established by agreement, which shall be in writing, of the duly authorized representatives of Municipality and Utility.

6. That Utility will endeavor to maintain adequate and continuous supply of electric energy, but does not guarantee that the supply will, at all times, be constant; and it is agreed that temporary cessation of Utility's supply of electric energy hereunder, occasioned by acts of God, fire, explosion, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, transmission or distribution lines, or other accidents or causes not reasonably within its control, shall not constitute a breach of this Contract on the part of the Utility and Utility shall not be liable to Municipality or any person or corporation whomsoever for any damages resulting from such temporary cessation of such supply.

7. That the poles, conductors, conduits and equipment placed by Utility in the streets, avenues, alleys and public places in Municipality shall be exempt from any special tax, assessment, license or rental fee during the term of this Contract Ordinance.

8. That this Contract Ordinance shall be in full force and effect for a term of ten (10) years, said term to commence when Utility accepts this Contract Ordinance in writing, which said acceptance shall be filed within sixty (60) days after the passage and approval of this Contract Ordinance, and this Contract Ordinance when so accepted by Utility shall become a contract between Municipality and Utility and shall continue in full force and effect during the term aforesaid.

9. That Utility shall not be liable for any loss or damage to property or injury or death of person whether suffered by Municipality, its agents or employees or by any third person, persons or corporation, resulting from the location, use or operation of electric or other equipment located on Municipality's side of the point of delivery heretofore mentioned or from electric energy present therein or escaping therefrom, nor shall Utility be liable for loss by reason of fire on premises of Municipality from any cause and Municipality shall indemnify and save Utility harmless from all such loss, damage, injuries or deaths.

10. That a certain Ordinance entitled AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF ALL ELECTRIC ENERGY REQUIRED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, FOR THE OPERATION OF ITS STREET LIGHTING SYSTEM, LIGHTING OF ITS CITY BUILDINGS AND OTHER MISCELLANEOUS PURPOSES.

passed by City Council of the City of Urbana, Illinois, on the 17th day of May, A.D. 1971 and approved by the Mayor on the 17th day of May, A.D. 1971, be and the same is hereby repealed and of no further force and effect,

11. That all provisions of this Contract shall inure to the successors and assigns of Utility.

PASSED by the City Council of said City of Urbana, COUNTY OF Champaign, STATE OF ILLINOIS, this 20th day of April, A.D. 1981.

APPROVED by the Mayor of said City of Urbana, COUNTY OF Champaign, STATE OF ILLINOIS, this 20th day of April, A.D. 1981.

(SEAL)

ATTEST:

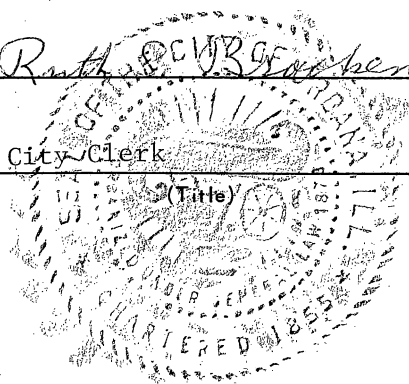
Ruth B. Stephens

City Clerk

Jeffrey T. McAllister

Mayor

(Title)



STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS

I, Ruth Brookens Clerk of the City of Urbana
COUNTY OF CHAMPAIGN STATE OF ILLINOIS, do hereby certify that the foregoing is
a true, correct and complete copy of an Electric Contract Ordinance
duly passed by the Mayor and City Council of said City on the day of
 A. D. 19 , the original of which said Ordinance is on file in my office.

I do hereby certify that I am the legal custodian of all papers, contracts, documents and records of
said Ordinance ; that said Ordinance has been on file or published for the inspection of the
public, to the extent required by law and that said Ordinance has not been rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said
City this day of A. D. 19 .

(SEAL)

Clerk

ACCEPTANCE OF ELECTRIC CONTRACT ORDINANCE

To the Mayor and City Council of the City of Urbana, Champaign County, Illinois.

The Illinois Power Company, for itself, its successors and assigns, hereby accepts in writing, the Ordinance and all rights and privileges therein granted, passed by the City Council of the City of Urbana, Illinois on the 20th day of April, 1981, and approved by the Mayor of said City on the 20th day of April, 1981

designated as Ordinance No. 8081-101, and entitled: "AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF ALL ELECTRIC ENERGY REQUIRED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, FOR THE OPERATION OF ITS STREET LIGHTING SYSTEM, LIGHTING OF ITS CITY BUILDINGS AND OTHER MISCELLANEOUS PURPOSES."

This acceptance is executed and filed as provided in Section 8 of said Ordinance and said Company hereby agrees to all the terms and conditions of said Ordinance.

Dated at Monticello, State of Illinois, this 18th day of May, 1981.

ILLINOIS POWER COMPANY

Attest:

[Signature]

Secretary

By

[Signature]
Vice President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) ss.
CITY OF URBANA)

I, Ruth S. Brookens Clerk of the City of Urbana, State of Illinois, do hereby certify that the foregoing is a true and correct copy of acceptance of Ordinance No. 8081-101, of the City of Urbana as therein described, the original of which acceptance was filed in the office of the Clerk of said City on the 26th day of May 1981, and is now recorded among the original records thereof and that I am keeper of the same.

Witness my hand and the official seal of said City this 26th day of May, 1981.

[Signature]
Clerk

(SEAL)

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8081-101 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brooken
Ruth S. Brooken, City Clerk

May 20, 1981
Date



EXHIBIT "A"

LOCATIONS TO WHICH ELECTRIC ENERGY IS DELIVERED TO THE CITY OF URBANA, ILLINOIS

STREET LIGHTING

<u>Address or Locations</u>	<u>Address or Locations</u>	<u>Address or Locations</u>
1004 W. Fairview	208 E. Water	2203 E. Main
2402 S. Philo Road	1304 S. Maple	<u>Miscellaneous</u>
901 S. Webber	1405 E. Main	400 S. Vine (Siren)
1509 N. Cunningham	805 W. Church	1602 N. Lincoln (Siren)
S.E. corner Fairlawn & Vine	2103 Cureton (Front)	2102 E. Walnut St. (Siren)
1003 N. Mathews	Vermont & Race	Anderson & Mumford (Siren)
711 N. Mathews	Lynn & Green	Vine & Elm (Parking Lot)
1105 Philo Road	406 Busey (North Side)	S.E. coner Vine & Oregon
2003 Philo Road	400 S. Broadway	N.W. corner Bradley & Lincoln
N.E. corner Philo & Florida	903 W. Main	N.E. corner Philo & Florida
N.W. corner Bradley & Lincoln	206 S. Gregory	406 S. Vine (Garage)
402 N. Race St.	Flossie Wiley School	Cunningham & Perkins (Information Center)
800 blk. S. Lincoln	707 S. Cedar	Goodwin & Springfield
Western & McCullough	Orchard & Michigan	Rt. 45 & Perkins
1500 blk. S. Broadway	504 S. Webber	813 W. Springfield
1903 Philo Road (Rear)	Coler at Main	Green & McCullough
Washington St. west of Grade School	1500 blk. E. Washington	South-off California west of Race (pole in alley)
Vine St. - Subway	404 S. Coler	
Race & Griggs	Goodwin & Green	
115 W. Elm (Rear)	Race & Holmes	
Bakers Lane & Washington Street	107 N. Broadway (Rear)	
1404 Hillcrest Street	N. Goodwin at Main	

Address or Locations

Miscellaneous (continued)

Green & Webber
Main & Webber
Coler & University
Birch & Washington
Goodwin & University
Civic Center 123
Green & Goodwin
Wright & University
Race & Main
208 N. Race
206 E. Water
123 W. Water
Police Department NW
1000 N. Broadway
Orchard & Florida
309 S. Lincoln
120 W. Main
North of Florida, West of Wiley
University & Hickory
Fire Department NE Base
406 S. Vine OSN Back
South of Yen Ching Inc.
115 W. Elm St. (Rear)
400 S. Broadway (Rear)
710 S. Glover

Address or Locations

Miscellaneous (continued)

South of University, east of Lincoln
Broadway north of University
Vine & Illinois
Vine & Main NE corner
2103 Philo Road (Inside)
S.E. corner of 5 Points
101 W. University
117 W. Elm
113 Mumford Dr. lift station
115 W. Elm
Lincoln between Sunset & Broadway
201 S. Race (Free Library)
City Building