Form 152-4 (6-73)

ELECTRIC CONTRACT ORDINANCE

NUMBER 8081-101

STATE OF ILLINOIS, FOR		BANA	COUNTY OF	CHAMPAIGN	,
	THE OPERATION OF	ITS STREET LIGH	TING SYSTEM,	LIGHTING OF	ITS
CITY BUILDINGS A	ND OTHER MISCEL	LLANEOUS PURPOSES	•		
			· · · · · · · · · · · · · · · · · · ·		
WHEREAS, THE	CITY	OF URBANA		harainaftar dacian	ated as "Municipality,
has a Street Light					
street parking lot		8-3		/	
and will require electric en		eof, and			
	•				
WHEREAS, ILLING	IS POWER COMPANY,	hereinafter designated	ıs "Utility," has sı	ubmitted a proposal f	or supplying the
electric energy; and the ac	ceptance of such propo	sal is deemed in the pub	lic interest and to	the advantage of th	e Municipality.
		CTTV (OUNCIT		
	, BE IT ORDAINED L	,	OUNCIL CHAMPAIO	·N	47.47.45
of the <u>CITY</u>	of URBANA	, COUNTY O	CHAPITALO	21/	, STATE OF
LLINOIS:			· · · · · · · · · · · · · · · · · · ·		•
1. That Utility her	ehy garees to furnish to	o Municipality and Munic	inality garees to	accent from Utility e	lectric energy in
the form of alternating curr					
volts, all requirements of M	Aunicipality for the one	ration of its Street	Lighting Sy	stem, lightin	g of its
City Buildings a	and other miscel	Llaneous purposes			
			•		
	d herein, and that it wil	ll not resell any of this	energy for any pur	pose whatsoever with	nout the written
	d herein, and that it wi	ll not resell any of this	energy for any pur	pose whatsoever with	nout the written
3. That from and a	fter the beginning of th	e delivery of electric en	crgy hereunder and	d during the term of t	his Contract,
3. That from and a Utility agrees to furnish to	fter the beginning of th Municipality and Munic	e delivery of electric en cipality agrees to pay to	crgy hereunder and Utility, all in acc	d during the term of to	his Contract, 's Electric Price
3. That from and a Utility agrees to furnish to Schedule III. C. C. No. <u>23</u>	fter the beginning of th Municipality and Munic 3Sheet No.See_Not	e delivery of electric en cipality agrees to pay to <u>C</u> Ç'às now filed with the	crgy hereunder and Utility, all in acc Illinois Commerce	d during the term of to ordance with Utility Commission or as re	his Contract, 's Electric Price eissued and made
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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 ORDIN	ANCE CONTRACT	ING WITH ILLI	NOIS POWER COMP.	ANY,
AN ILLINOIS CORPORATION, ITS SUCCESSOR	S AND ASSIGNS	, FOR THE FUR	NISHING OF ALL	
ELECTRIC ENERGY REQUIRED BY THE CITY C	F URBANA, COU	INTY OF CHAMPA	IGN, STATE OF	
ILLINOIS, FOR THE OPERATION OF ITS STR	EET LIGHTING	SYSTEM, LIGHT	ING OF ITS CITY	
BUILDINGS AND OTHER MISCELLANEOUS PURP	OSES.			
passed by <u>City Council</u>		of the	City	
of <u>Urbana</u> , Illinois, on the <u>17th</u>	day of 🖺	lay	. A.D. 19 /⊥	and
approved by the <u>Mayor</u>	on the1	7th day	ofMay	
, A.D. 19 <u>71</u> , be and the sar	ne is hereby repeale	ed and of no further f	orce and effect,	
11. That all provisions of this Contract shall inure t	o the successors an	d assigns of Utility.		
PASSED by the City Council	of said	City		of
Urbana , COUNTY OF Champaig	<u>;n, sta</u>	TE OF ILLINOIS, +	nis <u>20th</u>	
day of, A.D. 19 <u>61</u> .				
M. O. C.		0:.		
APPROVED by the Mayor				of
Urbana , COUNTY OF Champai	<u>gn</u> , sta	TE OF ILLINOIS, +	nis20#	
day of, A.D. 19 <u>%</u> .				
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City-Clerk : 3		Mayor		
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Form 152-10 7M—10-45

STATE OF ILLINOIS)
COUNTY OF CHAMPATON) 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

, 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)

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ACCEPTAN	CE OF	ELECTRIC CO	NTRACT	1	ORDINA	ANCE
To theM	ayor and Ci	ty Council		of the	City	of
Urbana		Champaign		_ County,Ill	inois .	
The <u>Illin</u>	ois Power C	Company , for	r itself, i	its successors and	assigns, here	by accepts in
riting, the Ordinance	and all rights an	d privileges therei	in granted	, passed by the _	City Cou	uncil
		City				
n the 20th day of						
· · ·	of said _	City	_ on the_		_April	, 19_81
esignated as Ordinance ILLINOIS POWE ASSIGNS, FOR ' CITY OF URBANA OF ITS STREET MISCELLANEOUS	R COMPANY, THE FURNISH A, COUNTY C LIGHTING S	AN ILLINOIS IING OF ALL OF CHAMPAIGN SYSTEM, LIGH	CORPO ELECTR , STAT	RATION, ITS IC ENERGY RI E OF ILLINO	SUCCESSON EQUIRED BY IS, FOR TH	RS AND 7 THE 1E OPERATI
This acceptance		filed as provided		n8 of said	Ordinance and	said Company
		, State of I		a shin 18th	day of	2012
		, State of <u>+</u>	111101	<u> </u>	ady 01	the state of the s
9 <u>81</u> .		*partition only of the control of th	IL	LINOIS POWE	R COMPANY	4,
Attest:) By		Wallan	<u> </u>	***
	Mulk			Vice ^{Pres}	ident	
STATE OF ILLING	nte.	,				
STATE OF <u>LLLING</u> COUNTY OF <u>CHAM</u> I	0.4.1) ss.				
	JRBANA)				
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Urbana	KANTA J.	Brooke of Illinois	no do her	Clerk reby certify that th	of the <u>Ci</u>	tyof
ect copy of acceptance	e of Ordinance N	o. <u>8081-101</u> , of	the <u>C</u>	1ty of	Urbana	L
is therein described, then the 26 M day o						
ceeper of the same.	,					
	nd and the offici _, 19 <u>81</u> .	al seal of said	Ci	ty 3	this=126	the day of
			UKin	11. (2	Zaoghe.	n
(SEAL)				PIFACILY	≏Clerk	

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

Ruth S. Brookens, City Clerk

May 20,11381

ENEO.

EXHIBIT "A"

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

STREET LIGHTING

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

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