

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Electric Utility Rate Consultant)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2005, and ending June 30, 2006, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND:	Economic Development	
ADD EXPENSE:	Contractual, Utility Rate Consultant	\$17,000
REDUCE:	Fund Balance,	\$17,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this 3rd day of April,
2006 .

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, and Mayor Prussing

NAYS:

ABSTAINS:



APPROVED by the Mayor this

3rd day of April
Theresa D. Clark
Theresa D. Clark, City Clerk
D. Robert
Deputy Clerk

2006 .

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION IN AMEREN
ELECTRICITY DELIVERY RATE CASE**

THIS AGREEMENT entered into this 21st day of JUNE, 2006, by and between the CITY OF CHAMPAIGN, ILLINOIS ("Champaign"), and the CITY OF URBANA, ILLINOIS ("Urbana")

WHEREAS, reliable and low cost electric service is essential for the economic health of the local and regional community; and

WHEREAS, AmerenCILCO, AmerenCIPS, and AmerenIP have proposed a general increase in rates for delivery service as reflected in Illinois Commerce Commission Docket Nos. 06-0070, 06-0071, and 06-0072 (consolidated); and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase substantial energy services from the above-named businesses; and)

WHEREAS, the parties desire to agree to share the costs of intervening in those cases; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, Champaign, and Urbana, agree as follows:

Section 1 Original Parties. The CITY OF CHAMPAIGN, ILLINOIS and the CITY OF URBANA, ILLINOIS), shall be designated "original parties".

Section 2. Additional Parties. Other governmental agencies may become parties to this agreement by requesting to do so if all other original parties consent. Such consent shall be evidenced by the written approval of the parties, which may be

evidenced electronically. Such additional party shall contribute financially to these undertakings in a proportionate amount according to the population of the parties. The contribution shall be based on total costs at the including costs incurred before the approval of this Agreement by an additional party. Provided however, if a city or village with a population of less than 20,000 persons desires to pay an upfront cost in lieu of a proportionate share, such party shall pay \$2,000 if the population is between 20,000 and 10,000 and \$1,000 if the population is less than 10,000.

Section 3. Lead Agency. _____ shall be the lead agency on behalf of the parties. The Lead Agency shall be authorized to intervene into the cases in Illinois Commerce Commission Docket Nos. 06-0070, 06-0071 and 06-0072 on behalf of all and any of the parties to this Agreement, including additional parties. The Lead Agency on behalf of the parties shall contract for services desirable or necessary, to facilitate the intervention including without limitation, financial, legal, and engineering consultants. If the parties agree in advance however, any and all such contracts may be entered into by another of the original parties and billing for the costs of such contracts shall be in accordance with section 6. Such contracts shall be entered into as expeditiously as possible; however, no such contract shall be entered into except upon the consent of each party, as evidenced by the written approval of Urbana Chief Administrative Officer and Champaign City Manager. The Lead Agency shall cause reports to be sent periodically to the parties and make available copies of work produced by services purchased under this Agreement.

Section 4. Executive Committee. Champaign and Urbana will constitute an executive committee that will guide decision-making. Upon request of any additional

party and the agreement of the original parties, an additional party may become a member of the Executive Committee.

Section 5. Cost sharing. Champaign and Urbana agree to share all costs of hiring attorneys and experts pursuant to Section 2, such costs to be split among the parties on the basis of population. If an additional party is added to this Agreement, the total costs shall be shared with the original parties and all additional parties on the basis of population. Total cost of the intervention action and research shall not exceed \$120,000 provided that if additional parties enter this Intergovernmental Agreement, the additional funds contributed by those parties will increase the total amount authorized to be spent under this Agreement..

If additional funds are required above \$95,000, each party will be contacted by the Lead Agency with a proposed amendment to this Agreement, stating the required additional funds and each party will have an opportunity to continue with the project pursuant to the Agreement as amended. If a party chooses not to continue its participation due to the need for additional funds, such party may cease to participate but will be responsible for its proportionate share of costs to date.

No party to this Agreement will seek reimbursement for its own staff time or in house resources provided to support this project.

Section 6. Payment. Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within 45 days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered. Billing in this manner will be performed periodically, but in no event more often than once per month.

Section 7. Completion and Termination.

(a) This Agreement will continue in full force until the decision of the Illinois Commerce Commission in the rate cases cited above. If the rate cases are appealed to the courts after the final decision of the Illinois Commerce Commission, no party shall be required to continue with the case or to contribute to such costs unless a supplemental amendment to this Agreement is approved by the party. Provided however a party may terminate its participation earlier as provided;

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 6 below;

(c) In the event of termination of this Agreement by any participant prior to completion and final payment by that participant, the participant will pay the Lead Agency its share of costs for all services performed up to that party's total proportionate share of the project costs which were actually and satisfactorily rendered up to date of termination.

(d) In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved party may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting party shall be liable to the other parties for any damages sustained by them

based on the default. The terminating party shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

Section 8. Notice. Notice given hereunder shall be given to:

Champaign at:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

Urbana at:

Chief Administrative Officer
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Attorney
City of Urbana
400 South Vine Street
Urbana, IL 61801

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IN WITNESS WHEREOF, the Cities of Champaign and Urbana have executed this Agreement.

CITY OF URBANA, ILLINOIS

CITY OF CHAMPAIGN, ILLINOIS

By: [Signature]
Chief Administrative Officer

By: Paula Berg
and City Manager

ATTEST:
[Signature]
City Clerk

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney

APPROVED AS TO FORM:
[Signature]
City Attorney

DATE: 6-21-06

DATE: 5/31/06

2006-086

INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION IN AMEREN
ELECTRICITY DELIVERY RATE CASE

IN WITNESS WHEREOF, the Town of Normal, Illinois has agreed to participate in this Intergovernmental Agreement as an additional party and the Cities of Champaign and Urbana have accepted this Additional Party.

ADDITIONAL PARTIES:

TOWN OF NORMAL, ILLINOIS

By: Christopher Koo
Mayor

ATTEST:
Wendell J. Bupp
Town Clerk

APPROVED AS TO FORM:
[Signature]
Corporation Counsel

Date: 5-2-06

CITY OF URBANA, ILLINOIS

By: [Signature]
Chief Administrative Officer

APPROVED AS TO FORM:
[Signature]
City Attorney

CITY OF CHAMPAIGN, ILLINOIS

By: Paul G. Beeg
asst. City Manager

APPROVED AS TO FORM:
[Signature]
City Attorney 2006-086