

RESOLUTION NO. 7677-R43

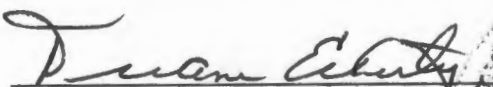
A RESOLUTION APPROVING A CONTRACT
FOR PROFESSIONAL SERVICES WITH
TROUPE KEHOE WHITEAKER AND KENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

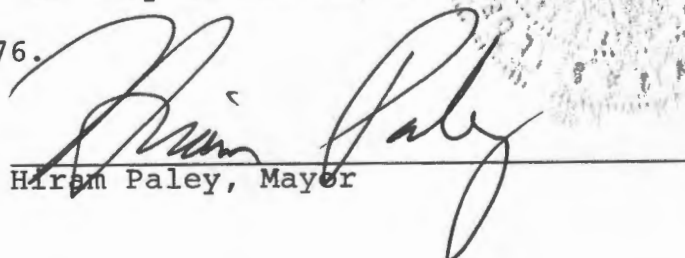
1. That the Contract For Professional Services with
Troupe Kehoe Whiteaker and Kent, by and between the City of Urbana,
Illinois, the City of Champaign, Illinois, and Troupe Kehoe Whiteaker
and Kent, a copy of which is attached hereto and hereby incorporated
by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be and
the same is hereby authorized to execute said Contract for and on behalf
of the City of Urbana.

PASSED by the City Council of the City of Urbana, Illinois,
this 20th day of December, 1976.


Duane Eckerty, City Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this
27 day of December, 1976.


Hiram Paley, Mayor

CONTRACT FOR PROFESSIONAL SERVICES
WITH TROUPE KEHOE WHITEAKER AND KENT

A. WHEREAS, Troupe Kehoe Whiteaker & Kent (hereinafter referred to as "Consultant") is a firm of Certified Public Accountants offering professional services in regard to regulatory and other matters regarding public utilities, and

B. WHEREAS, the City of Champaign, Illinois, 102 North Neil Street, Champaign, Illinois 61820, and the City of Urbana, 400 South Vine Street, Urbana, Illinois 61801, (hereinafter referred to as "Clients") are municipalities in the State of Illinois which desire to engage, as a joint venture, Consultant in regard to the matter of: Illinois Power Company proposal to increase rates in Illinois Commerce Commission Docket No. 76-0435.

C. WHEREAS, the City Manager of Champaign and the Mayor of Urbana are authorized to employ utility consultants to provide assistance to the designated legal counsel, and to pay for such services.

D. WHEREAS, Consultant has agreed to perform such services as hereinafter described and set forth.

E. NOW, THEREFORE, Consultant agrees to perform the consulting services described herein and Clients agree to accept and pay for such services on the terms specified herein:

F. The general nature and scope of the engagement is:

(1) Perform a limited analysis of the initial filing and the amended filing based on the year 1976.

(2) Provide assistance in the preparation of cross-examination of selected Company witnesses.

(3) The scope of the examination is to be limited in that a 'field' review of the books and records of Illinois Power Company is not to be performed. An examination of the material directly supporting the filing of Illinois Power Company is to be conducted as may be pertinent in the preparation of exhibits and testimony in support of the recommendations to the Illinois Commerce Commission. Said exhibits and testimony will be filed when due as determined by order of the Illinois Commerce Commission.

(4) Submit expert witnesses appearing on behalf of Clients to cross-examination on the exhibits and testimony presented in this proceeding before the Illinois Commerce Commission.

(5) Provide assistance to the designated counsel in the preparation of a brief when due as determined by order of the Illinois Commerce Commission.

G. Compensation to be paid Consultant by Clients shall be on the following basis:

	<u>Rate per Hour</u>
Partners and Principals	\$30.00 to \$50.00
Staff	\$17.50 to \$25.00
Stenographic	\$7.00

plus actual cost of direct out-of-pocket expense.

H. Consultant will render statements monthly for services and expenses to both the City of Champaign and the City of Urbana in accordance with the following formula:

- City of Champaign - 65% of monthly total due
- City of Urbana - 35% of monthly total due.

Said statements shall be due and payable within thirty (30) days, or as soon thereafter as the fiscal procedures of each City may allow, and in that connection the Consultant agrees to execute such governmental forms and vouchers as may be required by each City, not inconsistent with their rights under this agreement.

I. This agreement shall continue until services are completed provided, however, that Clients may terminate this agreement at any time, with or without cause, effective as of receipt of written notice by Consultant, with no liability beyond that of paying for services and expenses to date of termination.

J. The total cost of services and expenses for the entire engagement SHALL NOT exceed \$10,000, provided, however, that in the event that either the City of Champaign or the City of Urbana is in receipt of additional funds from any other municipality or other source to intervene in this proposal to increase rates by Illinois Power Company, the said total cost of services and expense to date of termination may, by mutual agreement of the parties, be increased by the amount of such additional funds.

Executed this _____ day of _____, 19____.

Pursuant to statutory authority funds of the City of Champaign, Illinois, and the City of Urbana, Illinois, are hereby authorized and committed for the payment of services and expenses described above.

I am authorized to and do hereby commit the firm of Troupe Kehoe Whiteaker & Kent to perform the services described above.

CITY OF CHAMPAIGN, ILLINOIS

By: Eugene Miller, City Manager

(Name)

ATTEST: _____

(Title)

DATE: _____

DATE: _____

CITY OF URBANA, ILLINOIS

By: Hiram Paley, Mayor

ATTEST: Duane Eckerty, City Clerk

DATE: 27th December

APPROVED as to legality and form this 14th day of December, 1976.

Kenneth N. Beth
Designated Counsel