

ORDINANCE NO. 573

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A-2200

AN ORDINANCE
 Authorizing
 The Execution of
 An Agreement with the
Central Illinois
Public Service Company
 its Successors and Assigns
 For Street Lighting Service
 in the
 CITY OF NOKOMIS
 County of MONTGOMERY
 and State of Illinois

PASSED *March 4,* 19 68

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR STREET LIGHTING SERVICE:

SECTION 1. Be it ordained by the COUNCIL
of the CITY of NOKOMIS, County of
MONTGOMERY and State of Illinois, that the following agreement for street
lighting service be entered into for and on behalf of said municipality:

AGREEMENT

THIS AGREEMENT, Made and entered into in duplicate by and between the CITY
of NOKOMIS, a municipal corporation of the
State of Illinois, party of the first part, hereinafter referred to as "Municipality", and CENTRAL
ILLINOIS PUBLIC SERVICE COMPANY, a corporation organized and existing under the laws of
the State of Illinois, party of the second part, hereinafter referred to as "Company",

WITNESSETH:

The Company agrees to furnish the Municipality, within its corporate limits and in accordance
with the terms and conditions hereinafter set forth, street lighting service from 206
electric lamps and no traffic signals, for which said service from said number of
lamps and traffic signals the Municipality agrees to pay the Company the sum of
Fifty Seven Thousand Six Hundred Thirty Nine & 60/100 (\$57,639.60)
Dollars payable during the period of this agreement in 120 monthly installments of
Four Hundred Eighty and 33 /100 Dollars (\$ 480.33) each,
each installment to be paid on or before the 15th day of the month next succeeding that
in which the service was rendered.

All apparatus and equipment to be furnished or maintained by the Company under this agree-
ment shall be kept in good order by the Company, and if from any cause any lamp shall
in any month be shown by the records of the Clerk of the Municipality to have failed to
burn during any portion of any period in which the same should be kept burning under
this agreement, a deduction from the contract price hereinabove specified, at the propor-
tional rate per lamp for the time during which such lamp shall fail to burn,
shall be made in the payment next thereafter made to Company by Municipality;
provided that Municipality shall give Company prompt notice of such failure; and
provided further that no deduction from the contract price shall be made to the extent
such failure is due to Municipality's delay in maintaining Municipality's system.

All apparatus and equipment furnished by the Company under this agreement shall be and
remain the property of the Company.

Of the electric lamps hereinbefore mentioned, 178
 shall be of the following respective lumen ratings, and burning periods:

| | | | | |
|----------|---------|----------|------------------|---|
| Class A: | 157 | lamps of | 2500 Lumens | burning from dusk until dawn every night. |
| Class B: | 7 M.V. | lamps of | 7000 Lumens | burning from dusk until dawn every night. |
| Class C: | 14 M.V. | lamps of | 23,000 Lumens | burning from dusk until dawn every night. |
| Class D: | | lamps of | Lumens | burning from dusk until dawn every night. |

Subject to the express condition that if at any time the Municipality shall request an extension of the Company's lines in excess of four hundred (400) feet for the installation of any one lamp, the Municipality shall pay the Company the cost of constructing that part of such extension in excess of four hundred (400) feet, the Company agrees, upon request by the Municipality expressed through proper ordinance or resolution, to furnish, install and maintain, throughout the then remaining portion of the period of this contract, in like manner as hereinabove provided, as many additional lamps of any one or more of the classes hereinabove specified as may be so requested, at the following prices per year, to be paid in twelve equal monthly installments, each on or before the 15th day of the month next succeeding that in which service is rendered:

Class A: \$ 35.00 on distribution poles; \$42.00 on new wood poles
 Class B: \$ 40.00 on distribution poles; \$47.00 on new wood poles
 Class C: \$ 70.00 on distribution poles; \$77.00 on new wood poles
 Class D: \$

Of the total number of electric lamps hereinbefore on Page 1 of this agreement mentioned, 28 shall be installed on ornamental posts furnished by the Company and located adjacent to, and on the property side of, the curbs or gutters at the sides of streets. The lamps so installed shall be enclosed in suitable glassware and shall be located with a maximum separation between any two lamps of not more than two hundred (200) feet, and shall be of the following lumen ratings, and burning periods:

| | | | | |
|----------|---------|----------|------------------|---|
| Class E: | 28 M.V. | lamps of | 23,000 Lumens | burning from dusk until dawn every night. on steel poles |
| Class F: | | lamps of | Lumens | burning from dusk until every night. |
| Class G: | | lamps of | Lumens | burning from dusk until every night. |

The traffic signal system for which electric energy only is to be furnished hereunder shall be owned, installed and maintained, including replacement of all lamps and glassware, by the Municipality, shall total **zero** watts and shall consist of the following:

Company further agrees that upon request by Municipality expressed through proper ordinance or resolution, Company will furnish electric energy only for as much additional traffic signal connected load, at the rate of six dollars (\$6.00) per one hundred watts of connected load per year, as may be so requested, payment therefor to be made in twelve equal monthly installments, each installment to be paid on or before the 15th day of the month next succeeding that in which such service is rendered.

At the termination of this agreement the Company shall have the right to remove the property, or any part thereof, furnished and/or installed by it under this agreement, and such right shall continue until the expiration of ninety (90) days next following written notice to the Company from the Municipality to so remove said property.

Company will file with the Illinois Commerce Commission immediately following the execution of this agreement a schedule of the rates and charges required to be paid hereunder, and upon the expiration of thirty days from such filing of the same, unless prior thereto such schedule shall be suspended by said Commission, this agreement shall become effective and shall operate to cancel and annul that certain agreement heretofore entered into by and between the parties hereto under date of **July 6, 1964** except as to amounts, if any, then owing by either of said parties to the other. The first of said 120 monthly installments herein provided for shall be made for service rendered during such part of the month beginning on the day on which this agreement becomes effective. If the first of said 120 monthly installments is for a period less than one month, an adjustment on the basis of the proportionate part only of the calendar month in said first service period shall be made and a like adjustment shall be made in said sum of \$ **57,639.60** to reflect the adjustment made in said first monthly installment. Said schedule of rates and charges, if not suspended during said thirty-day period, shall thereafter be and remain subject to the jurisdiction of said Commission. If said schedule of rates and charges shall be suspended by the Illinois Commerce Commission within said thirty-day period, this agreement shall be of no force and effect.

This agreement shall inure to and be binding upon all successors and assigns of the Company.

IN WITNESS WHEREOF, the said Central Illinois Public Service Company has caused this instrument to be executed in its corporate name by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed; and the said CITY of NOKOMIS has caused this instrument to be executed in its corporate name by its MAYOR and attested by its CITY Clerk and its corporate seal to be affixed this ===== day of =====, 19==.

SECTION 2. The respective officers in said agreement named are hereby authorized and directed to execute and deliver said agreement for and on behalf of said CITY of NOKOMIS.

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect from and after its passage, approval and, if necessary, its recordation.

Passed March 4 19 68
Approved March 4 19 68
Recorded March 4 19 68

CITY OF NOKOMIS

ATTEST:
Mission Morgan
CITY Clerk

Robert F. Cook
MAYOR

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CERTIFICATE

STATE OF ILLINOIS
County of MONTGOMERY

} ss.

I, *Missieut Morgan*

, the duly qualified and

acting CITY Clerk of the CITY of NOKOMIS,

in said County of MONTGOMERY, and the official custodian of the records of

said CITY, do hereby certify that the foregoing is a true, correct

and complete copy of Ordinance No. *573*, entitled "An Ordinance authorizing the execu-

tion of an agreement with the Central Illinois Public Service Company, its successors and assigns, for

street lighting service", filed with the CITY Clerk of the CITY of NOKOMIS

for public inspection on the *19th* day of *February*, A. D. 19 *68*, and passed in

the form in which it had remained on file for at least one week for public inspection at a meeting of the

COUNCIL of said CITY of NOKOMIS, held on the

4th day of *March*, A. D. 19 *68*, approved and signed on the *4th*

day of *March*, A. D. 19 *68*, and recorded on the *4th* day of

March, A. D. 19 *68*, as said Ordinance appears from the records in my

office.

Given under my hand and the corporate seal of said CITY of

NOKOMIS this *4th* day of *March*, A. D. 19 *68*.

Missieut Morgan

CITY Clerk

A-2204