

ORDINANCE NO. 443

**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** November 16, 1953  
**EXPIRES** November 16, 1963

ORDINANCE NO. 442

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 MAYOR AND COMMISSIONERS 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 192 electric lamps, for which said service from said number of lamps the Municipality agrees to pay the Company the sum of Two Thousand Seven Hundred Thirty & 00/100 Dollars per year payable in twelve equal monthly installments, each installment to be paid on or before the 15th day of the month next succeeding that in which the service was rendered. (\$2730.00)

All apparatus and equipment to be furnished or maintained by the Company under this agreement 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 proportional rate per lamp per hour for the time during which such lamp shall fail to burn, shall be made in the payment next thereafter made to the Company by the Municipality. The Municipality shall give the Company prompt notice of any such failure.

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 on Page 1 of this agreement mentioned, **142** shall be located at such places as shall be designated by the Municipality, and shall be of the following respective lumen ratings, and burning periods:

Class A:	<b>142</b>	lamps of	<b>2500</b> <small>Lumens</small>	burning from dusk until dawn every night.
Class B:		lamps of	<small>Lumens</small>	burning from dusk until dawn every night.
Class C:		lamps of	<small>Lumens</small>	burning from dusk until dawn every night.
Class D:		lamps of	<small>Lumens</small>	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
- Class B: \$
- Class C: \$
- Class D: \$

Of the total number of electric lamps hereinbefore on Page 1 of this agreement mentioned, **50** 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 at such places as shall be designated by the Municipality but 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:	<b>50</b>	lamps of	<b>4000</b> <small>Lumens</small>	burning from dusk until <del>dawn</del> every night.
Class F:		lamps of	<small>Lumens</small>	burning from dusk until every night.
Class G:		lamps of	<small>Lumens</small>	burning from dusk until every night.

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.

The term of this agreement shall commence on the day on which the rate hereinabove specified shall be approved by the Illinois Commerce Commission and shall continue thereafter for a period of ten years from and after the date on which the ordinance authorizing this agreement shall take effect. Application for such approval shall be made by the Company immediately following the execution of this agreement and said rates when so approved shall thereafter be and remain subject to the jurisdiction of said Commission.

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 \_\_\_\_\_ November 16, \_\_\_\_\_ 1953

Approved \_\_\_\_\_ November 16, \_\_\_\_\_ 1953

Recorded \_\_\_\_\_ November 17, \_\_\_\_\_ 1953

\_\_\_\_\_  
CITY OF NOKOMIS

*Kenneth E. Kellerman*  
MAYOR

ATTEST:

*John J. Johnson*  
\_\_\_\_\_  
CITY Clerk

CERTIFICATE

STATE OF ILLINOIS  
County of MONTGOMERY

} ss.

I, W. P. GILBERT, 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 the said CITY, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 442, entitled "An Ordinance authorizing the execution of an agreement with the Central Illinois Public Service Company, its successors and assigns, for street lighting service," passed at a meeting of the CITY COUNCIL of said CITY OF NOKOMIS held on the 16th day of November, A. D. 19 53, approved and signed on the 16th day of November, A. D. 19 53, and recorded on the 17th day of November, A. D. 19 53, as said Ordinance appears from the records in my office.

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

this 17th day of November, A. D. 1953.

*W. P. Gilbert*

CITY Clerk