

ORDINANCE NO. 471

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 *Sept. 28* 1959

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",

W i t n e s s e t h:

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 191 electric lamps, for which said service from said 191 lamps the Municipality agrees to pay the Company the sum of forty-nine thousand fifty-nine and 60/100 dollars (\$49,059.60) payable during the period of this agreement in 120 monthly installments of four hundred eight and 83/100 dollars (\$408.83) 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 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 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.

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, 191 shall be of the following respective lumen ratings, and burning periods:

Class A: 151 lamps of 2500 lumens burning from dusk until dawn every night.

Class B: 12 color improved mercury vapor lamps of 23,000 lumens, supported by wood poles and burning from dusk until dawn every night.

Class C: 28 color improved mercury vapor lamps of 23,000 lumens, supported on ornamental steel poles and 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 2500 lumen lamps as may be so requested, at thirty-five dollars (\$35.00) per lamp 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.

Of the total number of electric lamps hereinbefore mentioned, said 28 to be installed on ornamental steel poles furnished by the Company shall be 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.

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 June 22, 1959 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 \$49,059.60 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 _____, 1959.

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 September 28, 1959.

Approved September 28, 1959.

Recorded September 29, 1959.

H. C. Kettner
Mayor

Attest:

J. H. Harrison
City Clerk

CERTIFICATE

STATE OF ILLINOIS)
) ss.
County of Montgomery)

I, *J. H. Harrison*, 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. *471*, entitled "An Ordinance authorizing the execution 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 *21st* day of *September*, A. D. 1959, 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 *28th* day of *Sept.*, A. D. 1959, approved and signed on the *28th* day of *September*, A. D. 1959, and recorded on the *28th* day of *September*, A. D. 1959, as said Ordinance appears from the records in my office.

Given under my hand and the corporate seal of said City of Nokomis this *28th* day of *September*, A. D. 1959.

J. H. Harrison

City Clerk