

RESOLUTION 11-89 Adopted September 26, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AGREEMENT WITH COMMONWEALTH EDISON COMPANY TO RELOCATE ELECTRICAL POWER LINES AT CARROLL AVENUE BETWEEN LINCOLN HIGHWAY AND THE UNION PACIFIC RAILROAD AT A COST OF \$69,983.09.

WHEREAS, the City Council of the City of DeKalb has determined that it is in the best interest of the City of DeKalb to prepare the site for construction of the new police station on West Lincoln Highway; now,

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with Commonwealth Edison for the relocation of electrical power lines at Carroll Avenue between West Lincoln Highway and the Union Pacific Railroad at a cost of sixty-nine thousand nine-hundred eighty-three and 09/100 dollars (\$69,983.09), a copy of which is attached hereto and made a part thereof as Exhibit "A".

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 26th day of September, 2011 and approved by me as Mayor on the same day. Adopted by roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O'Leary. Nay: None.

ATTEST:


STEVE KAPITAN, City Clerk




KRIS POVLSSEN, Mayor



EXHIBIT A

CITY CLERK FILES:
Number: RES. 11-89
Date: 9/26/11

DEKALB OFFICE
17028 STATE RT. 23
DEKALB, ILLINOIS 60115
815-748-2212

COPY

CITY OF DEKALB
200 S 4TH ST
DEKALB, IL 60115

Date: 09/16/2011

For Electrical Service To:
720 W LINCOLN HWY, POLICE STATION
DEKALB, IL

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following:

- Review, sign and date the Customer Work Agreement.
- Return the signed copy of the agreement and payment of **\$69,983.09** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone. A \$3.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By Internet go to: <https://paymentscomed.billmatrix.com/> (for payments \$700.00 or less only)

Or

By Phone, call: 1-800-588-9477 (English & Spanish)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

PLEASE RETURN SIGNED
CONTRACT WITH PAYMENT

WORK WILL NOT BE
SCHEDULED UNTIL PAYMENT
IS RECEIVED

Sincerely,

DENNIS OWEN
FIELD REPRESENTATIVE
815-748-2212

CUSTOMER WORK AGREEMENT

COPY

PL#: 354221

CWA#: RB110176 R:000

Date: 09/16/2011

CITY OF DEKALB ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **720 W LINCOLN HWY, POLICE STATION, DEKALB, IL 60115**, described below.

CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER RELOCATION OF OVERHEAD AND UNDERGROUND LINES FOR POLICE STATION

MATERIALS AND LABOR OVERHEAD AND UNDEERGROUND RELOCATION	\$69,983.09
TOTAL CUSTOMER CHARGE	\$69,983.09

The Customer agrees to pay to the Company the sum of **\$69,983.09**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

DENNIS OWEN

Submitted By

Accepted By

Signature

Print Name

FOR APPLICANT:

Accepted By

Signature

Print Name

Official Capacity

Account Number: 5955018019

Work Task Number: 0655209801

Mail Bills To: **CITY OF DEKALB
200 S 4TH ST
DEKALB, IL 60115**

Payment Stamp



An Exelon Company

Agreement Date : 09/16/2011

Phone Number : 815-490-2258

Submitted by : NED FLACK

Group :

Type of Payment

Check

Wire/ACH

Name : CITY OF DEKALB

Service Address : 720 W LINCOLN HWY, POLICE

City, State STATION

CWA Payment

C.W.A. #: RB110176

CIMS Account #	Work Order Task #	Total
5955018019	0655209801	\$69,983.09

*Forwarded
original for
Com Ed signature*