

9/24/10

55-R-10

A RESOLUTION

**Authorizing the City Manager to Sign an Extension
of the City's Electricity Supply Agreement
with MidAmerican Energy Company**

WHEREAS, pursuant to Resolution 57-R-08, the City of Evanston executed an electricity supply agreement (the "Agreement") with MidAmerican Energy; and

WHEREAS, the City Council finds that the best interests of the City of Evanston and its residents will be served by extending the Agreement, thereby securing a low, fixed price for electricity.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk authorized and directed to attest, on behalf of the City of Evanston, the Amendment to the Agreement, marked as Exhibit A, attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Amendment to the

Agreement with MidAmerican Energy attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment to the Agreement as may be determined to be in the best interests of the City and in a form approved by the Corporation Counsel.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: November 8, 2010

EXHIBIT A

**AGREEMENT WITH NORTHWESTERN UNIVERSITY FOR
INSTALLATION OF TRAFFIC SIGNAL**



Memorandum

To: Honorable Mayor and Members of the City Council
Administration and Public Works

From: David Stoneback, Director of Utilities

Subject: Purchase Price Proposal from MidAmerican Energy Company for
Six-month Extension of the City's Electricity Supply Agreement

Date: November 8, 2010

Staff prepared a memorandum dated October 28, 2010 recommending adoption of Resolution 55-R-10 authorizing the City Manager to sign an extension to the City's electricity supply agreement with MidAmerican Energy Company. As indicated in the memorandum, staff is herein providing the proposal received from MidAmerican dated November 8, 2010 to supply electricity to twenty-three (23) electrical services at various buildings / facilities owned by the City during the proposed six-month agreement extension beginning December 1, 2010 and ending on May 31, 2011.

Analysis:

MidAmerican's proposed bundled purchase price is \$0.0551 per kilowatt hour (KWH). This price is higher than the indicative pricing received on October 29, 2010 of \$0.0545 / KWH, but still within the range staff anticipated (\$0.0543 to \$0.0551).

The price submitted by MidAmerican on November 8, 2010 is 1.1% higher than the indicative price provided on October 29, 2010. This is due to a generally higher market price for electricity. As indicated in Table 1, the market price for electricity to be supplied during the remaining portion of 2010 increased 3.8% between October 28th and November 5th and the market price for electricity to be supplied in 2011 increased 1.1% during the same time period. Based on the market price increase, staff believes that the proposed price submitted by MidAmerican is reasonable and should be accepted.

Under the current agreement, MidAmerican is supplying electricity at \$0.0686 / KWH. Based on the November 8, 2010 proposal price of \$0.0551 / KWH and the City's use of approximately 1,593,226 KWH per month, acceptance of the proposal will reduce the electric cost for the 23 buildings / facilities receiving electricity as part of the agreement by approximately \$21,500 per month. This will result in a savings of approximately \$129,000 over the six-month agreement extension term as indicated in Table 2.



Evanston (City of) IL Proposal Summary (11/08/2010)

| Term Start Month | Term End Month | Earliest Meter Read Start Date | Term kW |
|------------------|----------------|--------------------------------|---------|
| December 2010 | June 2011 | 11/30/2010 | 3,773 |

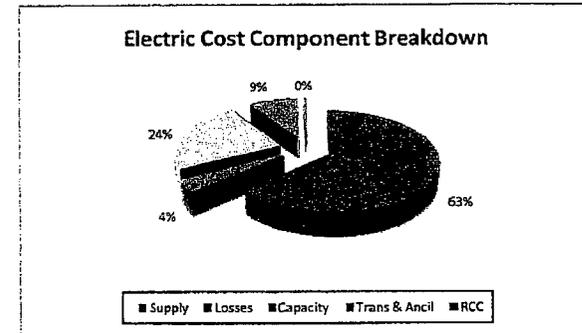
Your MidAmerican Energy Contact(s)

Randy J Marzen, Director-Sales
 Telephone: (563) 333-8597
 rjmarzen@midamerican.com

Alaina M Santry, Customer Account Manager I
 Telephone: (563) 333-8560
 amsantry@midamerican.com

Bundled Fixed Supply Price and Estimated Costs per kWh¹

| Pricing Period | Supply | Losses | Capacity | Trans. & Ancil. | Bundled Fixed Supply Price (excludes delivery charges) | Renewable Compliance Charge (RCC) | Total BFS and RCC (excludes delivery charges) |
|-----------------|----------|----------|----------|-----------------|--|-----------------------------------|---|
| Dec 10 - May 11 | \$0.0349 | \$0.0021 | \$0.0130 | \$0.0049 | \$0.0549 | \$0.00020 | \$0.0551 |
| Jun 11 - Jun 11 | \$0.0359 | \$0.0021 | \$0.0121 | \$0.0048 | \$0.0549 | \$0.00020 | \$0.0551 |
| Average Cost | \$0.0350 | \$0.0021 | \$0.0129 | \$0.0049 | \$0.0549 | \$0.00020 | \$0.0551 |



When electing MidAmerican's Bundled Fixed Supply product, the supply component of your overall electric costs is locked for the entire term of your agreement.

1. Supply prices are fixed for the entire term of the agreement and all other component charges are based on current market or tariff rates. Unit costs do not include delivery charges, taxes, etc.

For additional detail on pricing and cost estimates, please reference Schedule B of MidAmerican's Retail Electric Supplier Agreement.

Unregulated Retail Services is a division of MidAmerican Energy Company offering unregulated products and services. The pricing and estimated savings are based on Customer's electric load history information. When customer's accurate load history information is unavailable, MidAmerican may use estimated data. Customer's actual savings may vary. This proposal does not constitute an offer, which can be accepted to form a contract, or impose any legal or equitable rights or obligations. Any rights and obligations will come into effect after all parties have executed a definitive agreement.

**A POWERFUL
ENERGY
RESOURCE**



CONFIDENTIAL

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND EVANSTON (CITY OF) IL

DATE: November 08, 2010

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican dated November 11, 2008 (the "Retail Electric Supplier Agreement"), identified as contract number 16096. The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on November 08, 2010 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective with Customer's December 2010 meter read, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

The parties agree that the laws of the State of Illinois govern these Schedules.

LIST OF CUSTOMER'S PROPERTIES

| Customer Name Appearing on Bill | Account Number | Service Address | Delivery Company |
|--|---------------------------|--|-----------------------------|
| Robert Crown Center | 0095704000 | 1701 Main St Evanston, IL 60202-1603 | Commonwealth Edison |
| City of Evanston Illinois | 0228049072 | 555 Lincoln St Evanston, IL 60201-2452 | Commonwealth Edison |
| Twiggs Park | 0429095018 | 2200 Ashland Ave Evanston, IL 60201-3062 | Commonwealth Edison |
| Lighthouse Park | 1598325002 | 2651 Sheridan Rd Evanston, IL 60201-1752 | Commonwealth Edison |
| Water Admin Dept | 1606005039 | 555 Lincoln St Evanston, IL 60201-2452 | Commonwealth Edison |
| Lovelace Park Field House | 1946323003 | 2700 Gross Point Rd EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Mason Park | 2027430004 | 1600 Church #1711 EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Chandler-Newberger Center | 2186257001 | 1028 Center #1713 EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Peter Jans or Chandler Park | 2186261005 | 1032 Central #1713 EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Noyes Cultural Arts Ctr | 2186825009 | 927 Noyes St Evanston, IL 60201-6206 | Commonwealth Edison |
| Leahy Park | 2354367009 | SS Lincoln 1W Ridge EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Fleetwood Jourdain Comm Ctr | 2447620002 | 1655 Foster #1714. EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Fleetwood Jourdain Comm Ctr | 2447621009 | 1655 Foster #1714 EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Church Street Self Park | 2522497009 | 525 Church St Evanston, IL 60201-4596 | Commonwealth Edison |

**SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND EVANSTON (CITY OF) IL**

DATE: November 08, 2010

LIST OF CUSTOMER'S PROPERTIES

| Customer Name Appearing on Bill | Account Number | Service Address | Delivery Company |
|------------------------------------|-------------------|---|------------------------|
| Ecology Center | 2867267009 | 2024 McCormick EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Festival Lighting | 3026090007 | ES Sherman 1N Orrington EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Centennial Park | 3026496009 | NS Church E Sheridan Rd EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Sherman Street Garage | 3110672031 | 821 Davis St Evanston, IL 60201-2452 | Commonwealth Edison |
| Burnham Shores | 3278306007 | ES Lakeshore 1S Dempster EVANSTON, IL 60201-0000 | Commonwealth Edison |
| City of Evanston Illinois | 4511048001 | 555 Lincoln St Evanston, IL 60201-2452 | Commonwealth Edison |
| Parks | 4743148016 | 1100 McDaniel Ave EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Levy Center | 4758041015 | 300 Dodge Ave EVANSTON, IL 60201-0000 | Commonwealth Edison |
| Maple Self Park | 6327066013 | 1800 Maple Ave Evanston, IL 60201-3136 | Commonwealth Edison |

PLEASE SELECT APPLICABLE BILLING OPTIONS:

Individual invoices will be mailed to the Service Addresses listed above.

Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name: Evanston (City of) IL
 Attention to: Recreation
 Title: _____
 Address: 2100 Ridge
 City, State, Zip: Evanston, IL 60201-2452
 Phone No: _____
 Fax No: _____

Unless specifically requested, MidAmerican will bill the customer using the Single Bill Option. For Dual Billing, select here.

NOTICES. All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

| For MidAmerican Energy Company | |
|--------------------------------|--|
| Company Name: | MidAmerican Energy Company |
| Attention to: | Unregulated Retail Services Electric Contract Administration |
| Address: | 4299 NW Urbandale Drive |
| City, State, Zip: | Urbandale, IA 50322 |
| Phone No: | (800) 432-8574 |
| Fax No: | (515) 242-4354 |
| E-mail address: | ContractAdmin-Electric@midamerican.com |

| For Customer | |
|-------------------|-------------------------------------|
| Company Name: | Evanston (City of) IL |
| Attention to: | David Stoneback, Utilities Director |
| Title: | |
| Address: | 555 Lincoln St |
| City, State, Zip: | Evanston, IL 60201-2452 |
| Phone No: | (847) 866-2942 |
| Fax No: | (847) 475-8851 |
| E-mail address: | |

CONFIDENTIAL

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND EVANSTON (CITY OF) IL
ENERGY SERVICES - BUNDLED FIXED SUPPLY

DATE: November 08, 2010

INTERVAL ENERGY USAGE shall be defined as all metered electric energy in kWh consumed each interval at the Customer's properties, as reported by the Delivery Company, and which shall not be adjusted for transmission and distribution losses. For billing purposes, Interval Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Interval Energy Usage for non-interval meters, if any, will be added to interval usage recorded by Customer's interval meters to determine total Interval Energy Usage at the Customer's properties. MidAmerican may estimate Interval Energy Usage in the event of metering equipment malfunctions. Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties as listed on Schedule A.

ON-PEAK/OFF-PEAK FIXED PRICE. If Customer elects an On-Peak and Off-Peak Fixed Price, the on-peak and off-peak kWh will be determined using the guidelines set forth in the ComEd delivery tariffs. On-peak and off-peak energy usage for Customer's non-interval meters, if any, will be determined by the applicable class profile or existing interval meters. MidAmerican may estimate on-peak and off-peak usage in the event of metering equipment malfunctions.

FIXED PRICE. If Customer does not elect an On-Peak/Off-Peak Fixed Price, the Fixed Price will be applied to all usage within the respective Pricing Period.

| Pricing Period | On-Peak/Off-Peak Fixed Price (\$/kWh) | | Fixed Price (\$/kWh) |
|---------------------|---------------------------------------|----------|----------------------|
| | On-Peak | Off-Peak | |
| Dec 2010 - Jun 2011 | N/A | N/A | \$0.0549 |

The Fixed Price in this Schedule B includes the following additional items, based on current market or tariff rates:

- Transmission and RTO Administration charges
- Ancillary charges
- Capacity charges
- Line Loss charges

Any future changes in business practice, Capacity charges, Ancillary charges or applicable Delivery charges or transmission tariffs that affect the items included in the applicable Transmission charges, Line Loss charges, or Fixed Price, as defined in this Schedule B, may be incorporated herein as a separate adjustment as of the effective date for the complete billing period in which the change occurs or thereafter.

In addition to the Fixed Price in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice:

- Delivery charges, as assigned by the Delivery Company, applicable to Customer's properties, including but not limited to monthly customer charges, facilities, meter or equipment charges, transition charges, taxes, nuclear decommissioning costs, public purpose program costs, environmental program compliance costs and riders.
- Renewable compliance charges including but not limited to costs associated renewable portfolio standards or all other environmental and renewable program compliance costs required by the Delivery Company, state or federal regulatory agencies will be based on MidAmerican's incurred cost and billed as a separate line item.

CHANGE IN LAWS. Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement. In the event of a change in law, either Party then has the right to terminate this Agreement upon 30 days advance written notice to the other Party and any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

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SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND EVANSTON (CITY OF) IL
ENERGY SERVICES - BUNDLED FIXED SUPPLY

DATE: November 08, 2010

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective with Customer's December 2010 meter read, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

Term:

Customer's Term will not begin earlier than Customer's December 2010 meter read, and unless earlier terminated as provided in the Agreement, will end with Customer's June 2011 meter read.

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SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND EVANSTON (CITY OF) IL
ENERGY SERVICES - BUNDLED FIXED SUPPLY

DATE: November 08, 2010

These Schedules, the Retail Electric Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

MidAmerican Energy Company

Evanston (City of) IL

By: J. P. Kelleher

By: Wally Bobkiewicz

Printed Name: Jack Kelleher

Printed Name: WALLY BOBKIEWICZ

Title: VP Unregulated Retail Services

Title: CITY MANAGER

Dated: NOV 12 2010

Dated: Nov. 9, 2010

Approved as to form:
W. Grant Farrar
W. Grant Farrar
Corporation Counsel

The following Letter of Agency is required by the state of Illinois (Illinois law 815 ILCS 505/2EE) and protects you from being "slammed" or switched without authorization. MidAmerican Energy will keep a copy of this Letter on file for you.

Letter of Agency

Customer authorizes the Local Distribution Company (LDC) to change Customer's electric service provider to MidAmerican Energy Company effective as of the date hereof. The following information is provided to the LDC to facilitate Customer's request:

Customer: Evanston (City of) IL
Service Address: See Attached
Billing Address: 2100 Ridge
Evanston, IL 60201-2452
Telephone Numbers: Day (847) 866-2942
Evening _____
Account Number: See Attached

Customer and MidAmerican Energy have entered into a separate, mutually satisfactory electric service agreement. Customer permits LDC to provide Customer's billing and usage data to MidAmerican Energy. "The LDC may charge a fee for changing your electric service provider to MidAmerican Energy. MidAmerican Energy will pay this fee for Customer."

Letter of Agency is signed and submitted:

By: David D. Hall
DIR. OF UTILITIES

Date: Nov 9, 2016

Illinois law 815 ILCS 505/2EE

An Attachment to Letter of Agency

Evanston (City of) IL
 555 Lincoln St
 Evanston, IL 60201-2452
 Fax Number:
 E-mail Address:

| Account Number | Meter Number | Account Name | Service Street Address | Service City, State, Zip |
|----------------|---|-----------------------------|--------------------------|--------------------------|
| 0095704000 | 079091455 | Robert Crown Center | 1701 Main St | Evanston, IL 60202-1603 |
| 0228049072 | 082685201, 141375012, 116738158, 141375044 | City of Evanston Illinois | 555 Lincoln St | Evanston, IL 60201-2452 |
| 0429095018 | 140251756 | Twiggs Park | 2200 Ashland Ave | Evanston, IL 60201-3062 |
| 1598325002 | 140239336 | Lighthouse Park | 2651 Sheridan Rd | Evanston, IL 60201-1752 |
| 1606005039 | 141456733 | Water Admin Dept | 555 Lincoln St | Evanston, IL 60201-2452 |
| 1946323003 | 080798358 | Lovelace Park Field House | 2700 Gross Point Rd | EVANSTON, IL 60201-0000 |
| 2027430004 | 141350583 | Mason Park | 1600 Church #1711 | EVANSTON, IL 60201-0000 |
| 2186257001 | 095883256 | Chandler-Newberger Center | 1028 Center #1713 | EVANSTON, IL 60201-0000 |
| 2186261005 | 082563505 | Peter Jans or Chandler Park | 1032 Central #1713 | EVANSTON, IL 60201-0000 |
| 2186825009 | 141534451 | Noyes Cultural Arts Ctr | 927 Noyes St | Evanston, IL 60201-6206 |
| 2354367009 | 116627369 | Leahy Park | SS Lincoln 1W Ridge | EVANSTON, IL 60201-0000 |
| 2447620002 | 092637472 | Fleetwood Jourdain Comm Ctr | 1655 Foster #1714 | EVANSTON, IL 60201-0000 |
| 2447621009 | 140138519 | Fleetwood Jourdain Comm Ctr | 1655 Foster #1714 | EVANSTON, IL 60201-0000 |
| 2522497009 | 141065684 | Church Street Self Park | 525 Church St | Evanston, IL 60201-4596 |
| 2867267009 | 141336756 | Ecology Center | 2024 McCormick | EVANSTON, IL 60201-0000 |
| 3026090007 | 140355263 | Festival Lighting | ES Sherman 1N Orrington | EVANSTON, IL 60201-0000 |
| 3026496009 | 117793394, 117799214 | Centennial Park | NS Church E Sheridan Rd | EVANSTON, IL 60201-0000 |
| 3110672031 | 141330527, 140507791, 141330525 | Sherman Street Garage | 821 Davis St | Evanston, IL 60201-2452 |
| 3278306007 | 140131017 | Burnham Shores | ES Lakeshore 1S Dempster | EVANSTON, IL 60201-0000 |
| 4511048001 | 140383758 | City of Evanston Illinois | 555 Lincoln St | Evanston, IL 60201-2452 |
| 4743148016 | 115125376 | Parks | 1100 McDaniel Ave | EVANSTON, IL 60201-0000 |

An Attachment to Letter of Agency

Evanston (City of) IL
555 Lincoln St
Evanston, IL 60201-2452
Fax Number:
E-mail Address:

| Account Number | Meter Number | Account Name | Service Street Address | Service City, State, Zip |
|----------------|---|-----------------|------------------------|--------------------------|
| 4758041015 | 141363163 | Levy Center | 300 Dodge Ave | EVANSTON, IL 60201-0000 |
| 6327066013 | 140036543, 141236066, 141214769, 117787768, 141214760, 141236065, 140036903, 062177991, 141236067 | Maple Self Park | 1800 Maple Ave | Evanston, IL 50201-3136 |

AMENDMENT 1 TO THE AGREEMENT

Pursuant to the provisions of Section E – Term, of the Electricity Supply Agreement (“Agreement”) previously executed by the City of Evanston (“Customer”), and MidAmerican Energy Company (“Supplier”) on November 10, 2008, Customer and Supplier (collectively, the “Parties), agree to amend this Agreement as follows:

The amended term of this Agreement shall be effective as of December 1, 2010 through May 31, 2011.

The attachments A and B attached to this Amendment supersede the attachments A and B previously attached to the Agreement.

All applicable rates, charges and taxes which are assessed to Customer’s purchase of its full requirements for electricity from Supplier shall be fixed as of 5:00 p.m. November 8, 2010. Supplier agrees to hold the effective time of this price until 5:00 p.m. November 9, 2010. Customer’s City Council shall consider whether to approve this Amendment on November 8, 2010.

All other applicable provisions of the Agreement not otherwise amended by this Amendment shall remain in effect.

Agreed to: November 9, 2010.

J. P. Ueller
By: JACU UELLER
MidAmerican Energy Company

Wally Bobkiewicz
By: Wally Bobkiewicz, City Manager
City of Evanston

Approved as to form:
W. Grant Farrar
W. Grant Farrar
Corporation Counsel